RIO DELL

Rio Dell City Hall 675 Wildwood Avenue Rio Dell, CA 95562 (707) 764-3532 cityofriodell.ca.gov

October 6, 2020

TO:

Rio Dell City Council

FROM:

Kyle Knopp, City Manager

SUBJECT:

Authorization for the City Manager to Execute Memorandum of Understanding

Between the City of Rio Dell and County of Humboldt Regarding the Monument

Road Storm Damage Repair.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive a presentation and authorize the City Manager to execute an MOU between the City of Rio Dell and County of Humboldt for an amount not to exceed \$66,045.

BACKGROUND AND DISCUSSION

During the winter storm events of February 2017, a slip out developed on Monument Road along the boundary of the City of Rio Dell and unincorporated County. The storm events have been declared federal and state disasters. The damage is estimated to span 260 feet in total, of which approximately half is within the City. On April 6, 2017 City and County staff met with representatives of FEMA at Rio Dell City Hall to conduct a kickoff meeting. It was advised that one agency take the lead on this issue. The City and County agreed the project would best be handled by the County.

The City Manager met with County staff on February 26th 2020 to discuss the slip-out on Monument Road that resulted from the February 2017 winter storms, which were declared both a state and federal disaster. Under this scenario the County and city would be responsible for a 6.25% share of the total repair costs.

The repair is currently scheduled to be constructed over the summer of 2021.

According to the Engineer's Probable Opinion of Cost, the repair is estimated to cost \$2,032,143 and the local share of the project will be \$132,089. The attached MOU would split the local cost of the repair equally between the County and City. Therefore, the best information we have at this time indicates Rio Dell's share of the cost at \$66,045. No budget adjustment is advised at this time, however this item if approved by both agencies, will obligate the city for this payment in the future.

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN COUNTY OF HUMBOLDT AND CITY OF RIO DELL FOR FISCAL YEAR 2020-2021

This Memorandum of Understanding ("MOU"), entered into this ____ day of _____, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Rio Dell, a municipal corporation, hereinafter referred to as "CITY," is made upon the following considerations:

WHEREAS, on February 14, 2017, the Federal Emergency Management Agency ("FEMA") declared a disaster for Humboldt County due to severe winter storms, flooding and mudslides; and

WHEREAS, during the 2017 winter storms significant damage occurred to Monument Road at the COUNTY/CITY jurisdictional line; and

WHEREAS, COUNTY and CITY submitted FEMA DR-4308 damage claims for the necessary storm damage repairs to Monument Road; and

WHEREAS, FEMA determined that only one (1) Project Worksheet would be written for the necessary storm damage repairs to Monument Road; and

WHEREAS, after conducting a meeting with COUNTY and CITY, FEMA determined that COUNTY would be responsible for preparing the Project Worksheet, designing the necessary storm damage repairs, applying for all necessary permits, advertising for bids and acting as project manager for construction of the Monument Road Storm Damage Repair Project; and

WHEREAS, on [____], 20[__], COUNTY received approval from FEMA to proceed with the Monument Road Storm Damage Repair Project; and

WHEREAS, FEMA has agreed to reimburse COUNTY for seventy-five percent (75%) of all eligible costs associated with the Monument Road Storm Damage Repair Project; and

WHEREAS, the California Governor's Office of Emergency Services has agreed to reimburse COUNTY for eighteen and three-quarters percent (18.75%) of all eligible costs associated with the Monument Road Storm Damage Repair Project; and

WHEREAS, COUNTY is responsible for paying six and one-quarter percent (6.25%) of all eligible costs ("Remaining Costs") associated with the Monument Road Storm Damage Repair Project; and

WHEREAS, the damages to Monument Road appear to be split equally between COUNTY's and CITY's jurisdiction; and

WHEREAS, CITY has agreed to reimburse fifty percent (50%) of the Remaining Costs associated with the Monument Road Storm Damage Repair Project; and

WHEREAS, COUNTY and CITY desire to enter into an agreement which sets forth each party's rights and responsibilities regarding payment of the Remaining Costs associated with the Monument Road Storm Damage Repair Project.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereto agree as follows:

1. <u>RIGHTS AND RESPONSIBILITIES OF COUNTY:</u>

COUNTY shall directly pay any and all Remaining Costs associated with the Monument Road Storm Damage Repair Project. Once the Monument Road Storm Damage Repair Project has been accepted and deemed complete, COUNTY shall submit to CITY an itemized invoice for CITY's portion of the Remaining Costs associated with the Monument Road Storm Damage Repair Project.

2. RIGHTS AND RESPONSIBILITIES OF CITY:

CITY shall provide COUNTY with an amount not to exceed Dollars (\$____,____) for the purpose of paying fifty percent (50%) of the Remaining Costs associated with the Monument Road Storm Damage Repair Project. Payment of CITY's portion of the Remaining Costs associated with the Monument Road Project shall be made within sixty (60) days after the receipt of an approved invoice from COUNTY.

3. TERM:

This MOU shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2022 unless sooner terminated as provided herein.

4. TERMINATION:

Either party may, in its sole discretion, terminate this MOU, if the other party fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder, and such default continues unremedied for a period of thirty (30) days following the receipt of written notice thereof.

5. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office

Attention: Amy S. Nilsen, County Administrative Officer

825 Fifth Street, Room 112 Eureka, California 95501

CITY: City of Rio Dell

Attention: Kyle Knopp, City Manager

625 Wildwood Avenue Rio Dell, California 95562

6. <u>REPORTING REQUIREMENTS</u>:

Each party hereto agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other

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applicable local, state and federal accessibility laws, regulations and standards, and submitted in accordance with any and all applicable timeframes.

7. RECORD RETENTION AND INSPECTION:

- A. <u>Maintenance and Preservation of Records</u>. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for at least three (3) years after the expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of any and all issues arising therefrom.
- B. <u>Inspection of Records</u>. Pursuant to California Government Code Section 8546.7, all records, documents and other evidence relating to each party's performance hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the expiration or termination of this MOU. Each party hereby agrees to make all such records, documents and other evidence available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records, documents or other evidence by any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, without limitation, the costs of administering this MOU.
- C. <u>Audit Costs</u>. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit.

8. CONFIDENTIAL INFORMATION:

- A. <u>Disclosure of Confidential Information</u>. Each party hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this MOU in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. <u>Continuing Compliance with Confidentiality Requirements</u>. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of any and all applicable local, state and federal confidentiality laws, regulations or standards.

9. NON-DISCRIMINATION COMPLIANCE:

A. <u>Professional Services and Employment</u>. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics;

mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations, are incorporated herein by reference as if set forth in full.

10. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, CITY certifies that it is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if CITY subsequently becomes a Nuclear Weapons Contractor.

11. INDEMNIFICATION:

- A. <u>Mutual Indemnity</u>. Each party shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. <u>Comparative Liability</u>. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney's fees.
- C. <u>Effect of Insurance</u>. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder, regardless of whether any insurance is applicable or not.

12. INSURANCE REQUIREMENTS:

A. <u>General Insurance Requirements</u>. Without limiting either party's indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all

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appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.

B. <u>Insurance Notices</u>. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt

Attention: Risk Management 825 Fifth Street, Room 131 Eureka, California 95501

CITY: City of Rio Dell

Attention: Kyle Knopp, City Manager

625 Wildwood Avenue Rio Dell, California 95562

13. <u>RELATIONSHIP OF PARTIES</u>:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Each party shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

14. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. <u>General Legal Requirements</u>. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, any and all local, state and federal licensure, certification and accreditation requirements, applicable to its performance hereunder.
- B. <u>Accessibility Requirements</u>. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- C. <u>Conflict of Interest Requirements</u>. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

15. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

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16. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

17. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

18. <u>ASSIGNMENT</u>:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

19. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

20. WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

21. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

22. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

23. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

24. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all

requests for interviews by media related to this MOU before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to the Humboldt County Administrative Officer in accordance with the notice requirements set forth herein.

25. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 7 – Record Retention and Inspection, Section 8 – Confidential Information and Section 11 – Indemnification shall survive the expiration or termination of this MOU.

26. <u>CONFLICTING TERMS OR CONDITIONS</u>:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

27. <u>INTERPRETATION</u>:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

28. <u>INDEPENDENT CONSTRUCTION</u>:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

29. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

30. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

31. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A

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signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

32. <u>AUTHORITY TO EXECUTE</u>:

CITY OF RIO DELL:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date written above.

By: Kyle Knopp, City Manager (Pursuant to the authority delegated by the Rio Dell City Council on [] [], 2020 [Item No.]-])	Date:
COUNTY OF HUMBOLDT :	
By: Thomas K. Mattson, Public Works Director (Pursuant to the authority delegated by the Humboldt County Board of Supervisors on	Date:
INSURANCE AND INDEMNIFICATION REQUI	REMENTS APPROVED:
By:Risk Management	Date:

Opinion of Probable Construction Cost



Client: County of Humboldt
Project Title: Monument Road PM 0.00
Federal Project No. 4308-DR-CA PW#1276

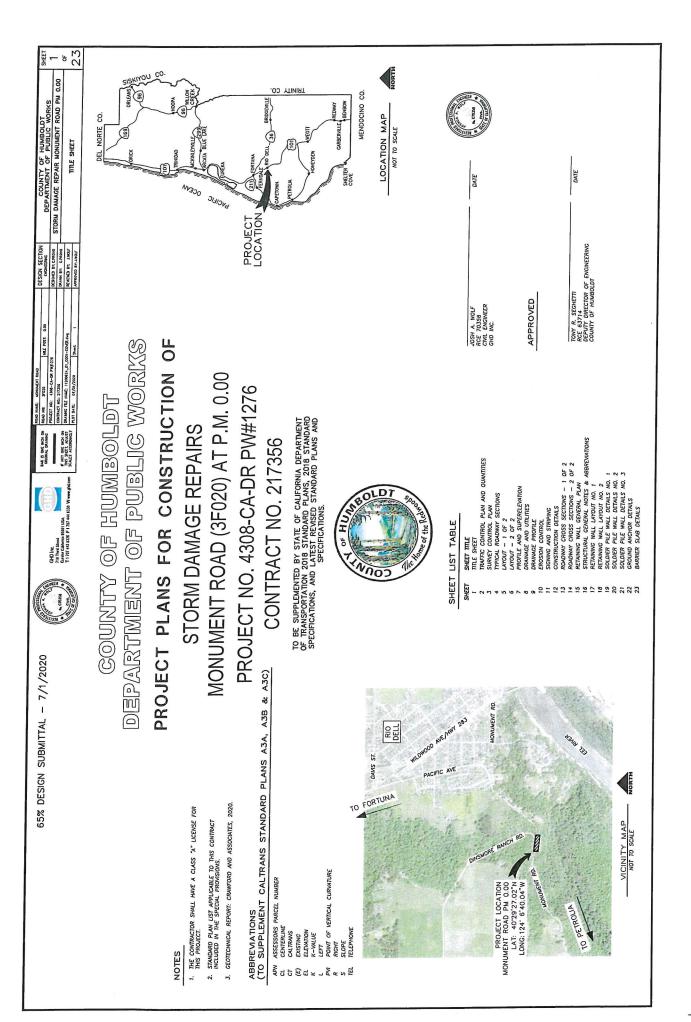
County Contract No. 217356

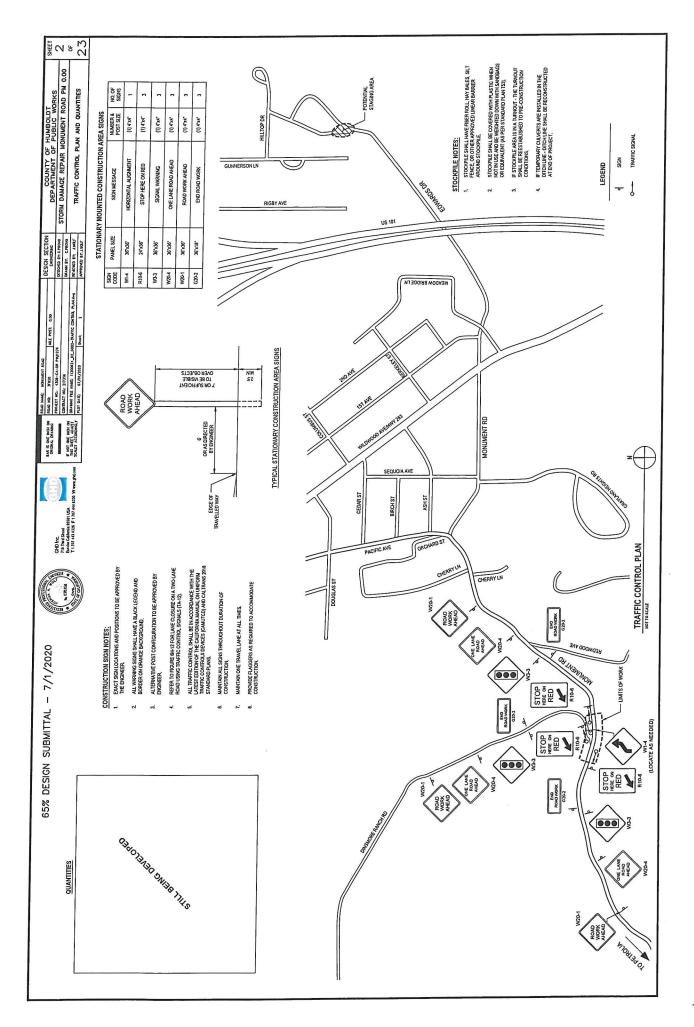
Date: 7/2/2020 65% 11200624

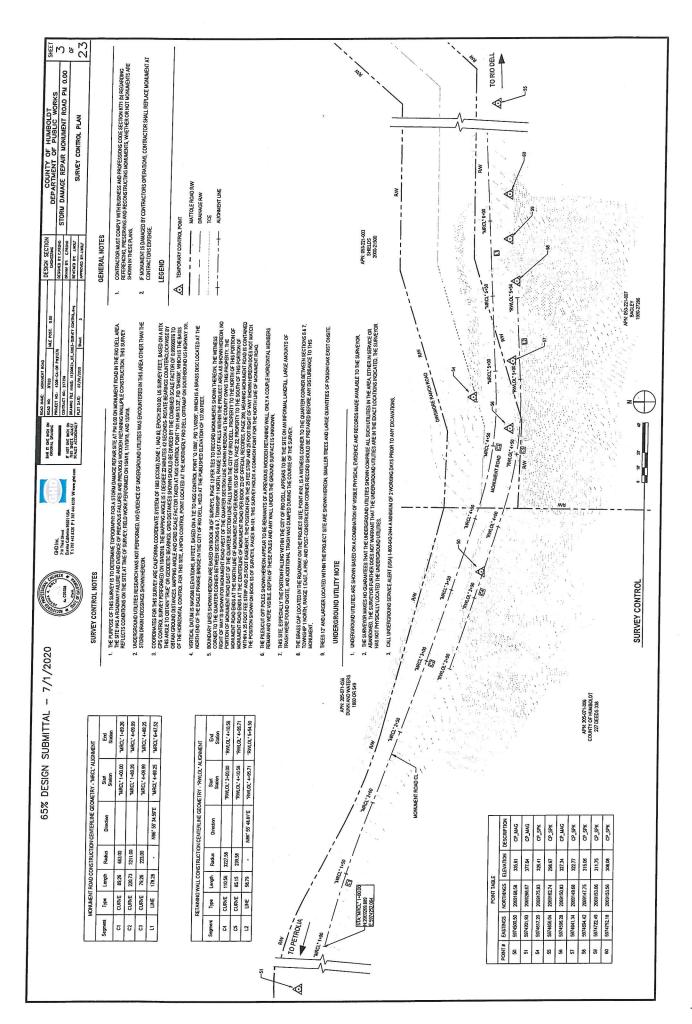
Item No.	Item Co	ode	Description	Unit	Quantity	Unit Cost	Total
1	120090		Construction Area Signs	LS	1	\$5,000.00	\$5,000.00
2	120100		Traffic Control System	LS	1	\$20,000.00	\$20,000.00
3	120202		Portable Signal System	LS	1	\$10,000.00	\$10,000.00
4	129000		Temporary Railing (Type K)	EA	20	\$400.00	\$8,000.00
5	130100		Job Site Management	LS	1	\$5,000.00	\$5,000.00
6	130200	\top	Prepare Water Pollution Control Program	LS	1	\$5,000.00	\$5,000.00
7	130610		Temporary Check Dam	LF	74	\$25.00	\$1,850.00
8	130620		Temporary Drainage Inlet Protection	EA	4	\$500.00	\$2,000.00
9	130680		Temporary Silt Fence	LF	505	\$10.00	\$5,050.00
10	130900		Temporary Concrete Washout	EA	1	\$3,000.00	\$3,000.00
11	170103		Clearing and Grubbing (LS)	LS	1	\$20,000.00	\$20,000.00
12	190101		Roadway Excavation	CY	900	\$25.00	\$22,500.00
13	192049	F	Structure Excavation (Soldier Pile Wall)	CY	861	\$150.00	\$129,150.00
14	193029	F	Structure Backfill (Soldier Pile Wall)	CY	508	\$270.00	\$137,160.00
15	193116	F	Concrete Backfill (Soldier Pile Wall)	CY	139	\$400.00	\$55,600.00
16	193119	F	Lean Concrete Backfill	CY	126	\$410.00	\$51,660.00
17	198050		Embankment	CY	25	\$45.00	\$1,125.00
18	210212		Dry Seed (SQFT)	SQFT	8300	\$0.50	\$4,150.00
19	210280		Rolled Erosion Control Product (Blanket)	SQFT	8300	\$1.00	\$8,300.00
20	210350		Fiber Rolls	LF	1500	\$10.00	\$15,000.00
21	260203		Class 2 Aggregate Base (CY)	CY	250	\$100.00	\$25,000.00
22	390132		Hot Mix Asphalt (Type A)	TON	150	\$200.00	\$30,000.00
23	394073		Place Hot Mix Asphalt Dike (Type A)	LF	70	\$15.00	\$1,050.00
24	460210		Ground Anchor (Subhorizontal)	EA	32	\$5,500.00	\$176,000.00
25	490325A		Steel Soldier Piling (W18x106)	LF	1450	\$195.00	\$282,750.00
26	490403		30" Drilled Hole	LF	1556	\$180.00	\$280,080.00
27	510060A	F	Structural Concrete, Retaining Wall (Waler)	CY	50	\$1,300.00	\$65,000.00
28	510072	F	Structural Concrete, Barrier Slab	CY	126	\$1,200.00	\$151,200.00
29	510094A		Structural Concrete, Drainage Inlet (Type G0)	EA	2	\$5,000.00	\$10,000.00
30	520101A	F	Bar Reinforcing Steel (Barrier Slab)	LB	16222	\$2.00	\$32,444.00
31	520103A	F	Bar Reinforcing (Retaining Wall - Waler)	LB	21627	\$2.00	\$43,254.00
32	575004	F	Timber Lagging	MFBM	24.12	\$5,500.00	\$132,660.00
33	641107A		18" Plastic Pipe (Heat-Fused HDPE)	LF	260	\$150.00	\$39,000.00
34	680902		6" Perforated Plastic Pipe Underdrain	LF	500	\$60.00	\$30,000.00
35	680903	\neg	6" Non-Perforated Plastic Pipe Underdrain	LF	65	\$50.00	\$3,250.00
36	692381		Concrete Anchor and Cable Assembly	EA	1	\$8,000.00	\$8,000.00
37	700638	\neg	36" Corrugated Steel Pipe Inlet (.079" Thick)	LF	9	\$500.00	\$4,500.00
38	710132	\dashv	Remove Culvert (LF)	LF	210	\$25.00	\$5,250.00
39	723080	\dashv	Rock Slope Protection (60 lb, Class II, Method B) (CY)	CY	6	\$200.00	\$1,200.00
40	729011	$\neg +$	Rock Slope Protection Fabric (Class 8)	SQYD	20	\$25.00	\$500.00
41	730040A	+	Minor Concrete (Valley Gutter) (LF)	LF	84	\$60.00	\$5,040.00
42	839543	-+	Transition Railing (Type WB-31)	EA EA	2	\$5,000.00	\$10,000.00
43	839584	\dashv	Alternative In-LineTerminal System	EA	2	\$5,000.00	\$10,000.00
44	839746	F	Concrete Barrier (Type 842)	LF	245	\$300.00	\$73,500.00
45	840505	\dashv	6" Thermoplastic Traffic Stripe	LF	584	\$5.00	\$2,920.00
46	999990	\dashv	Mobilization	LS	1	\$100,000.00	\$100,000.00
15.500					Construction C		\$2,032,143.00

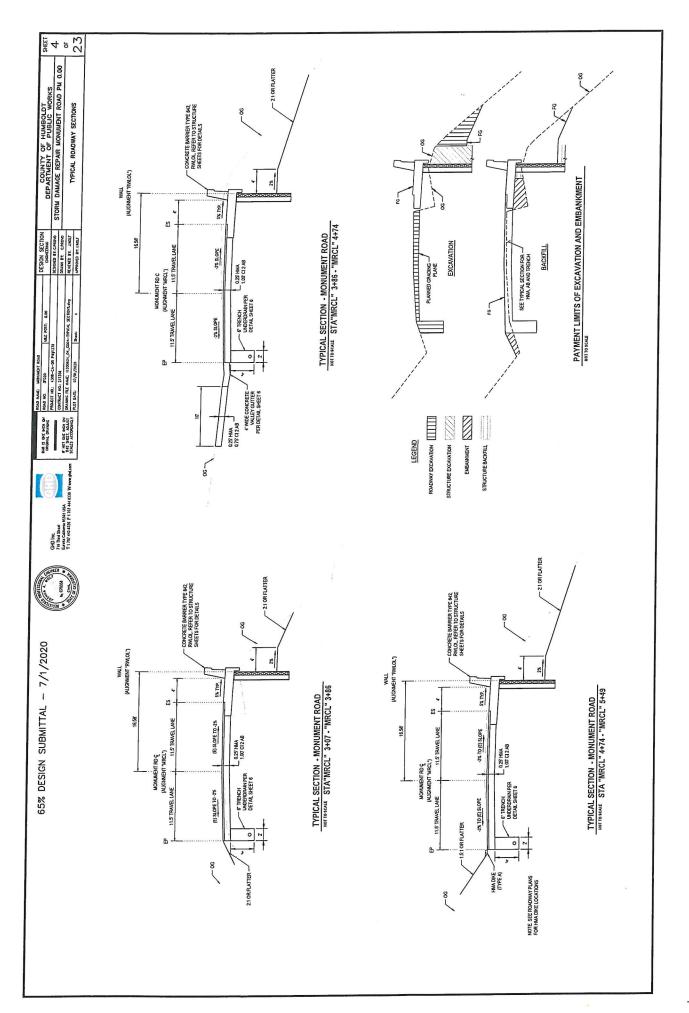
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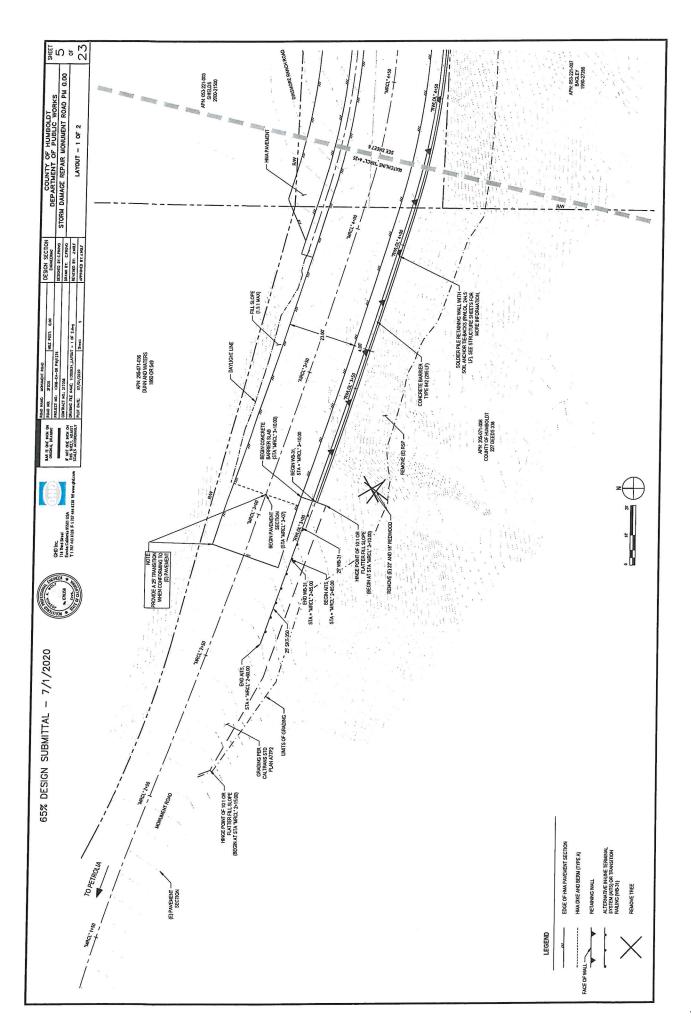
THIS OPINION OF PROBABLE COST HAS BEEN PREPARED USING STANDARD ENGINEERING ESTIMATE PROCEDURES. GHD HAS NO CONTROL OVER ACTUAL CONTRACTOR COSTS, BIDDING, OR MARKET CONDITIONS.

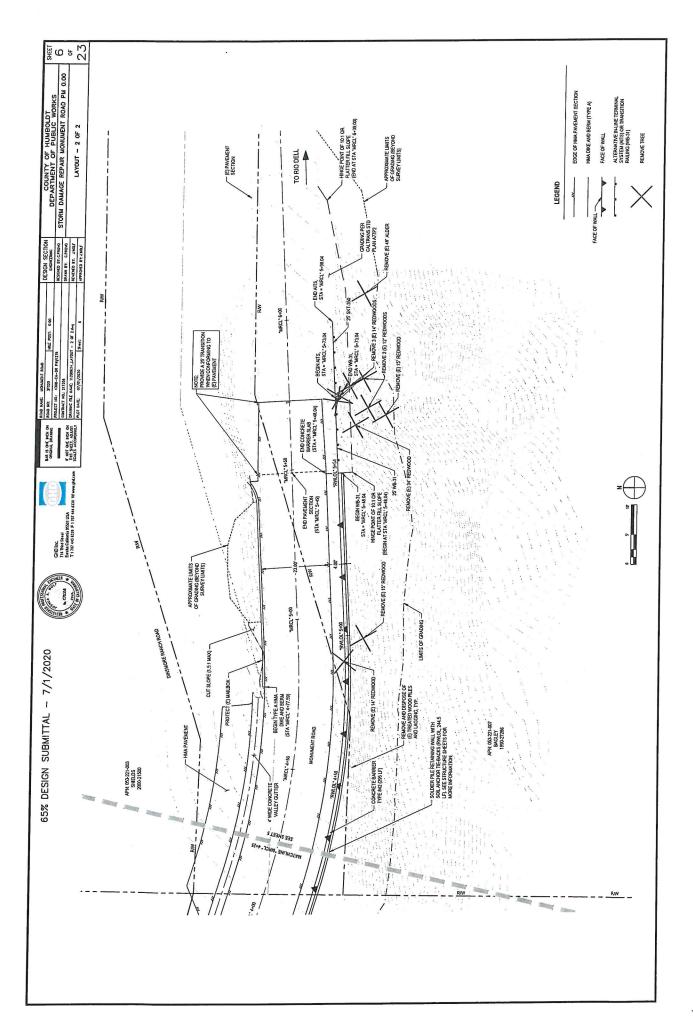


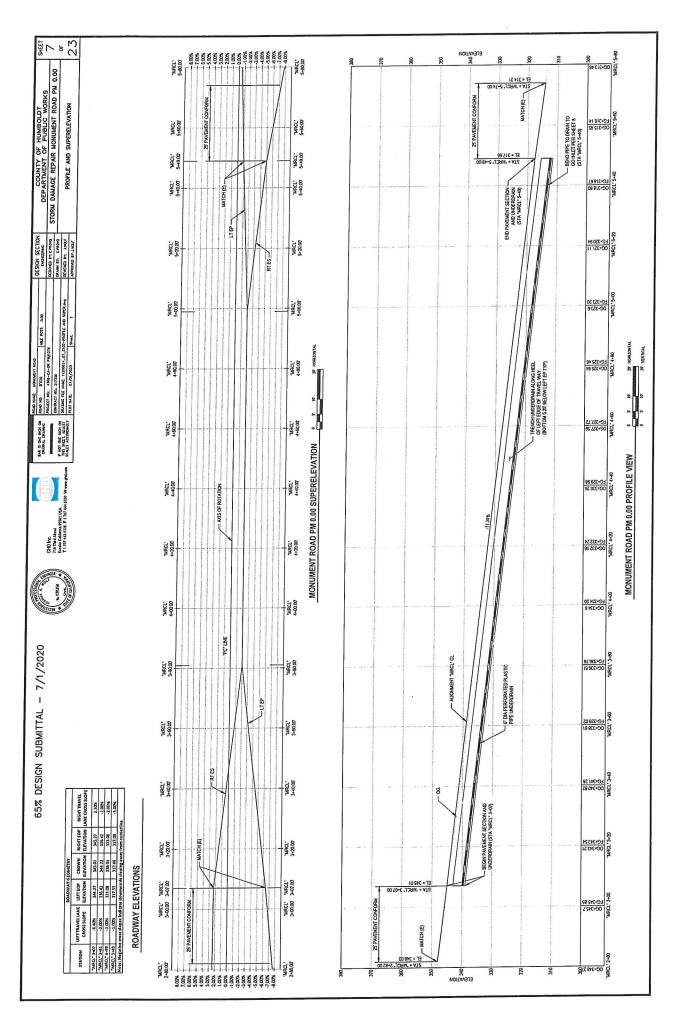


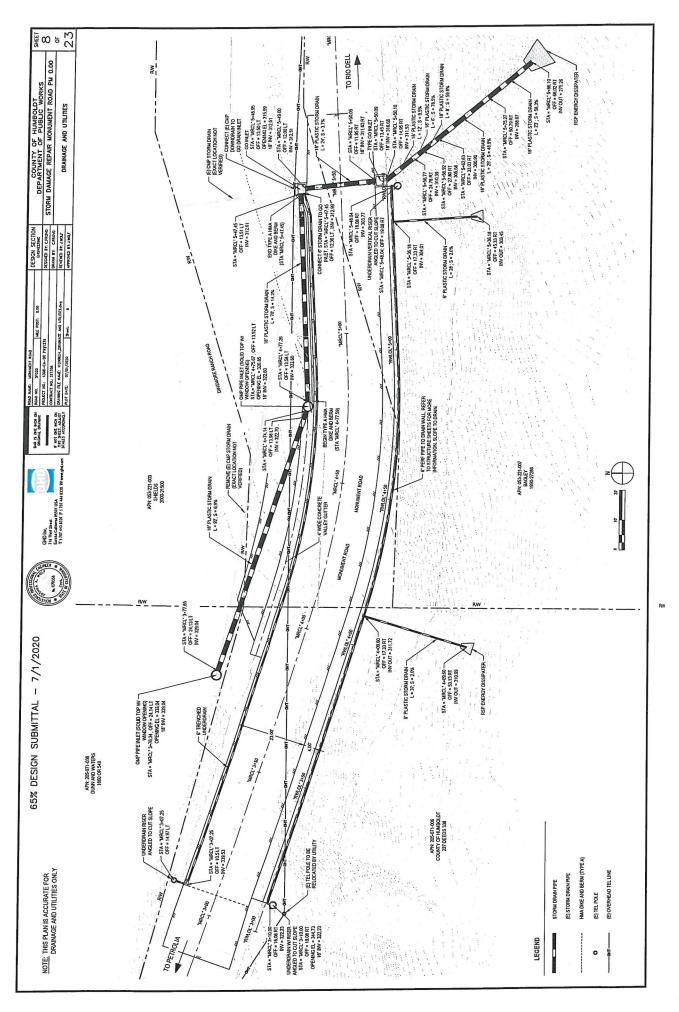


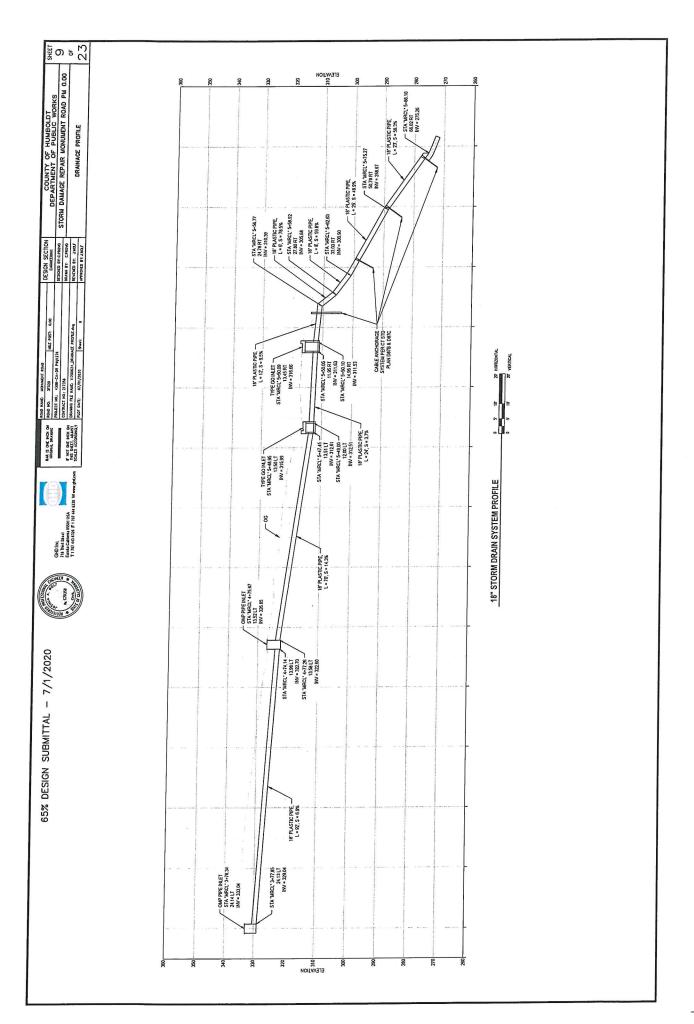


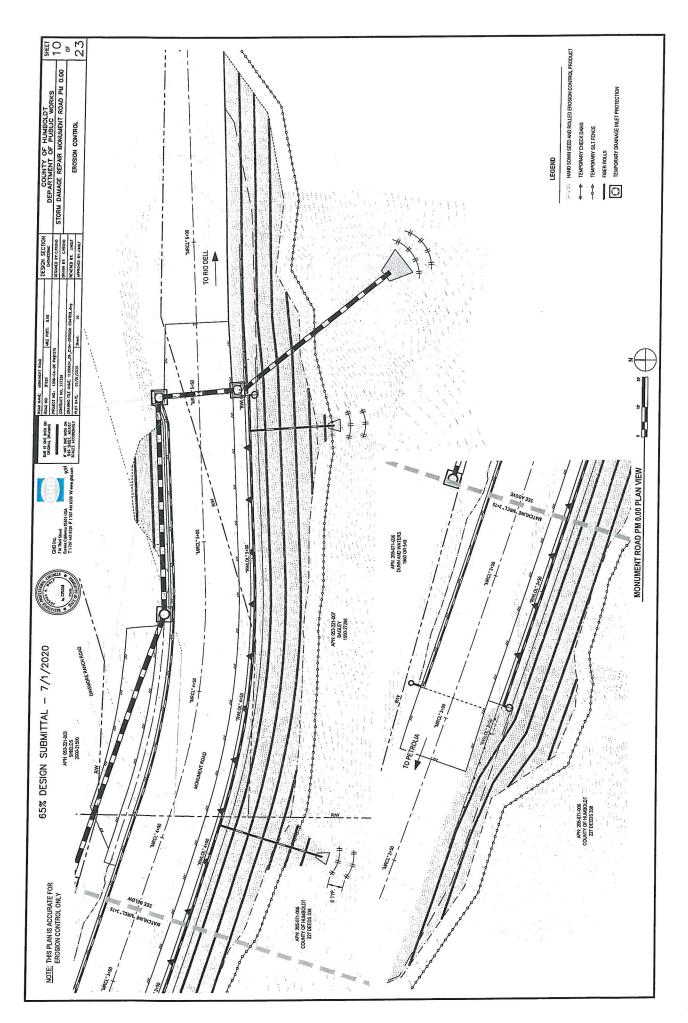


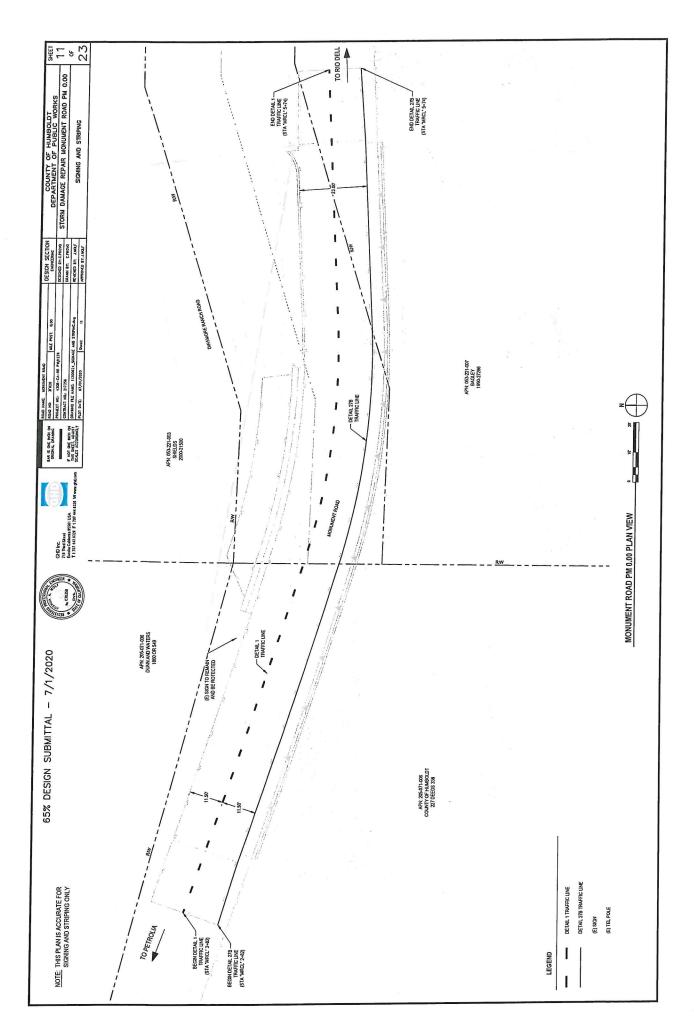


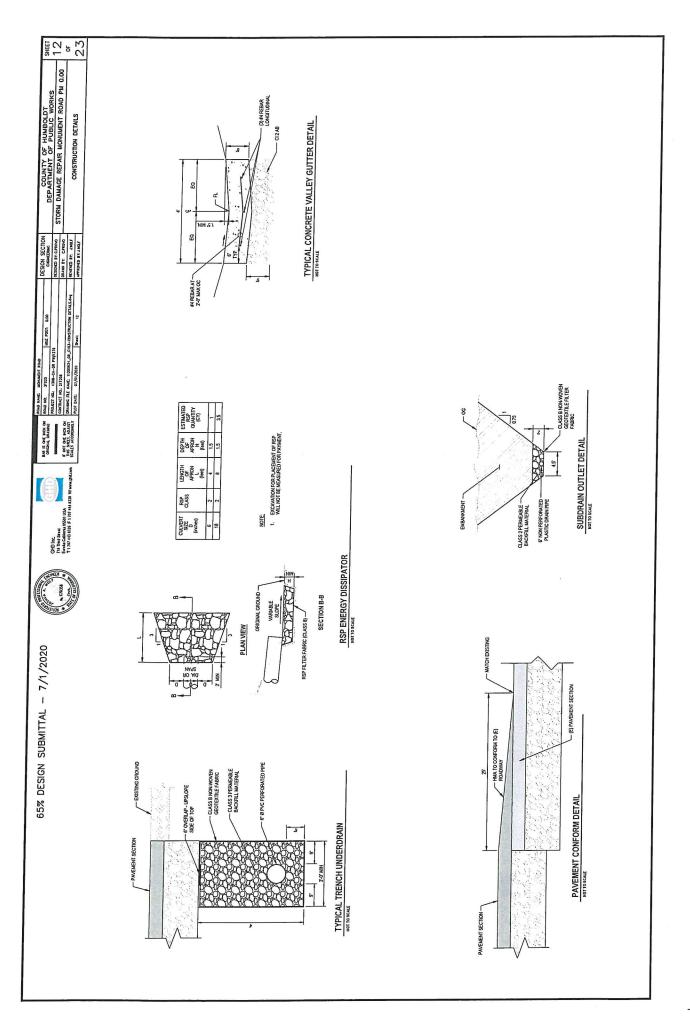


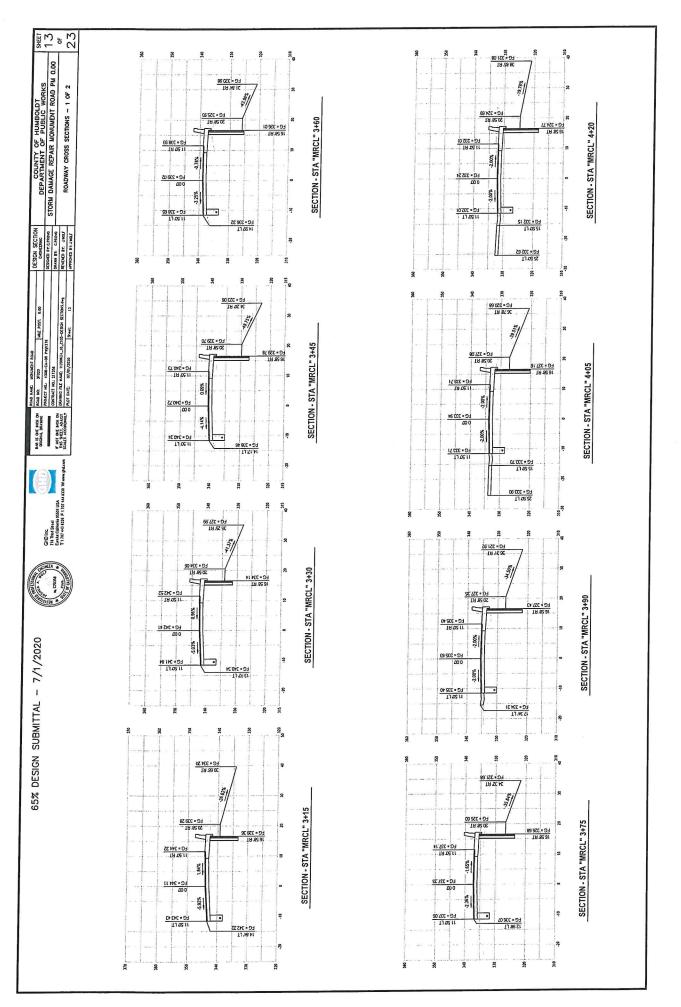


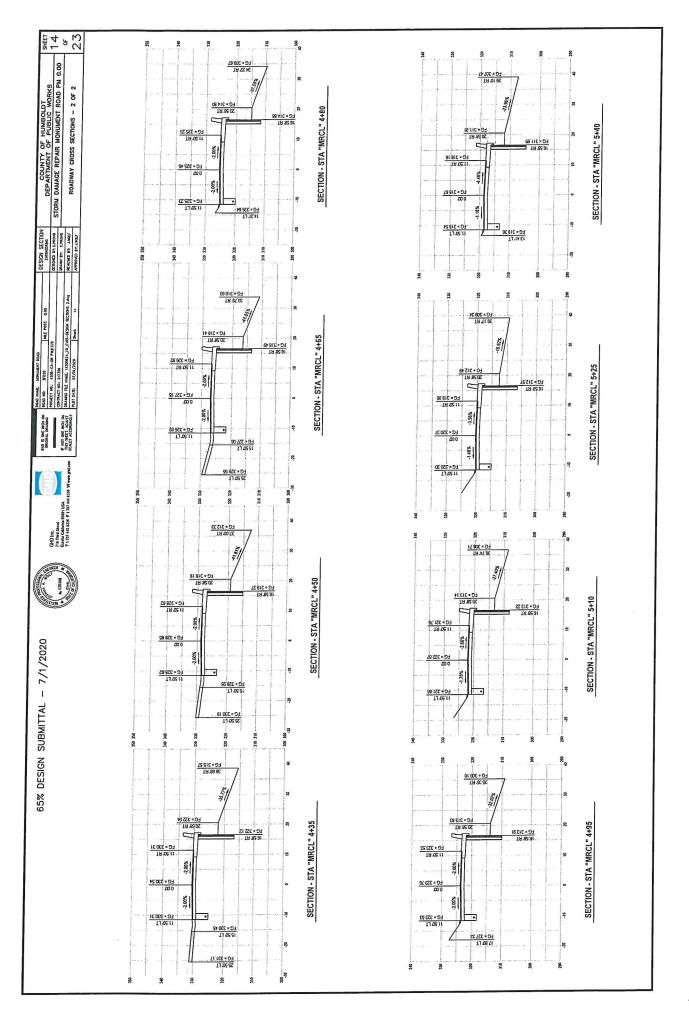


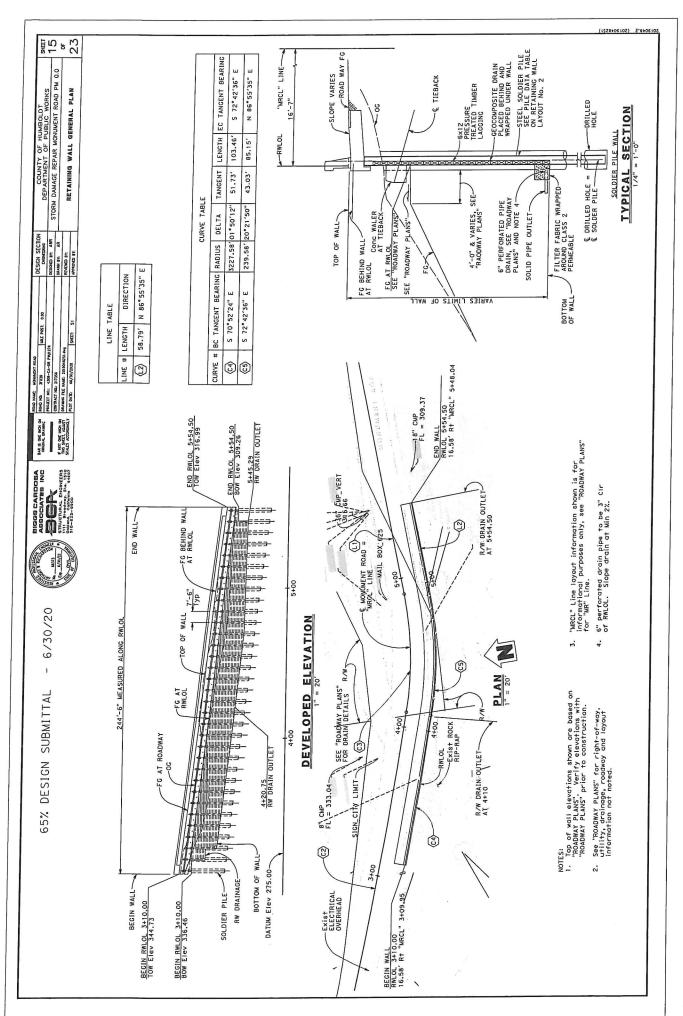


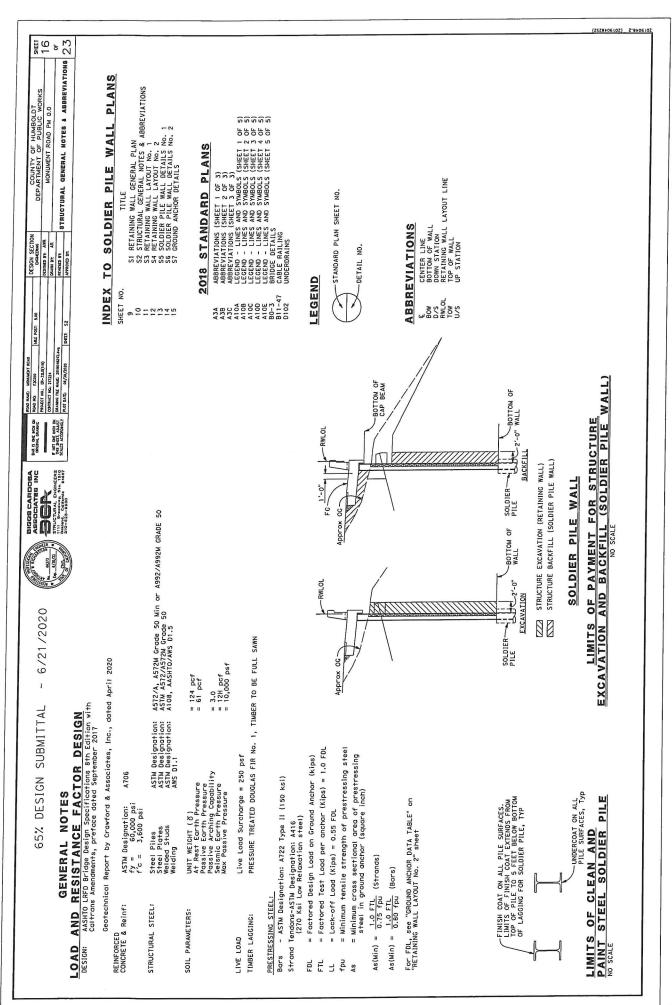


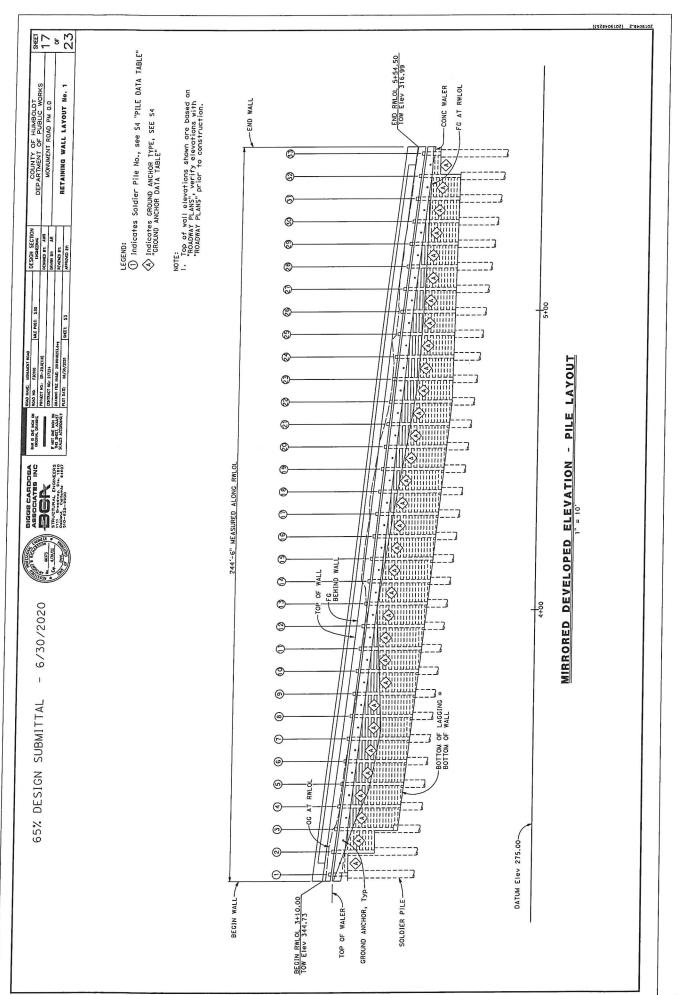




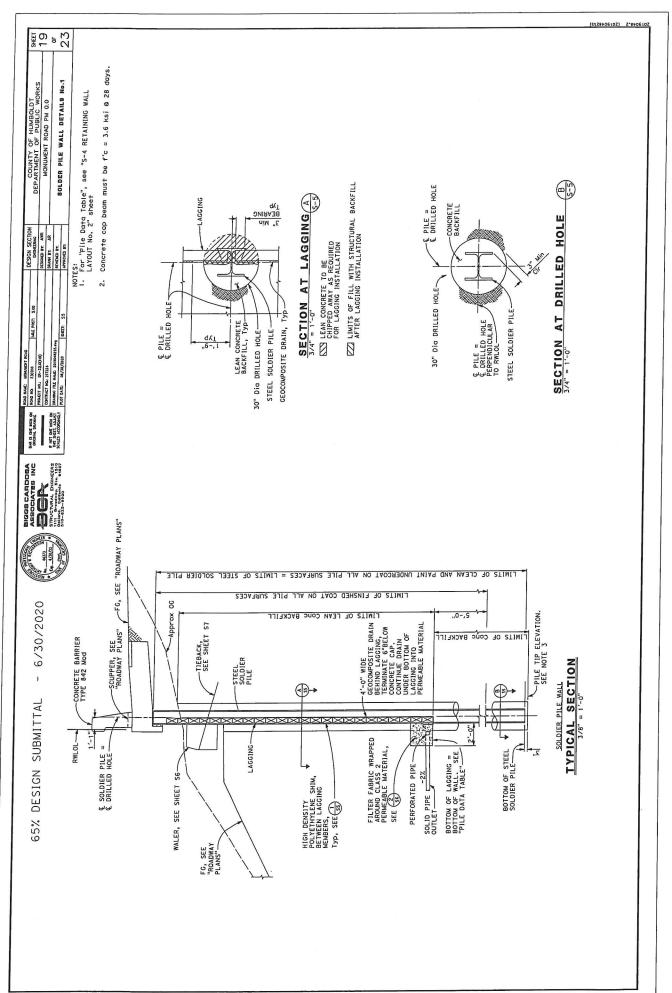


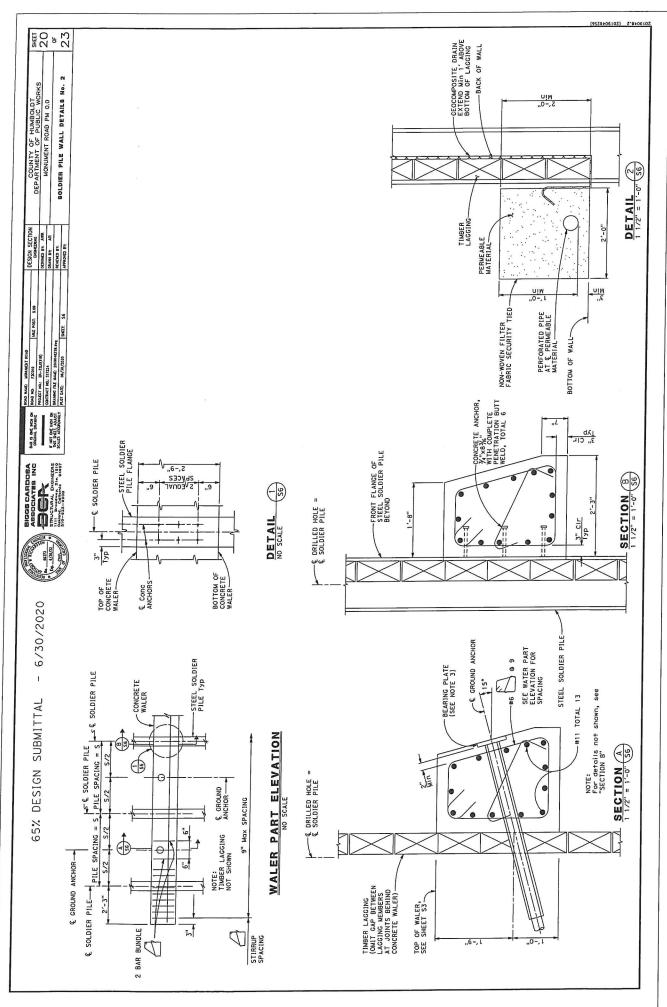


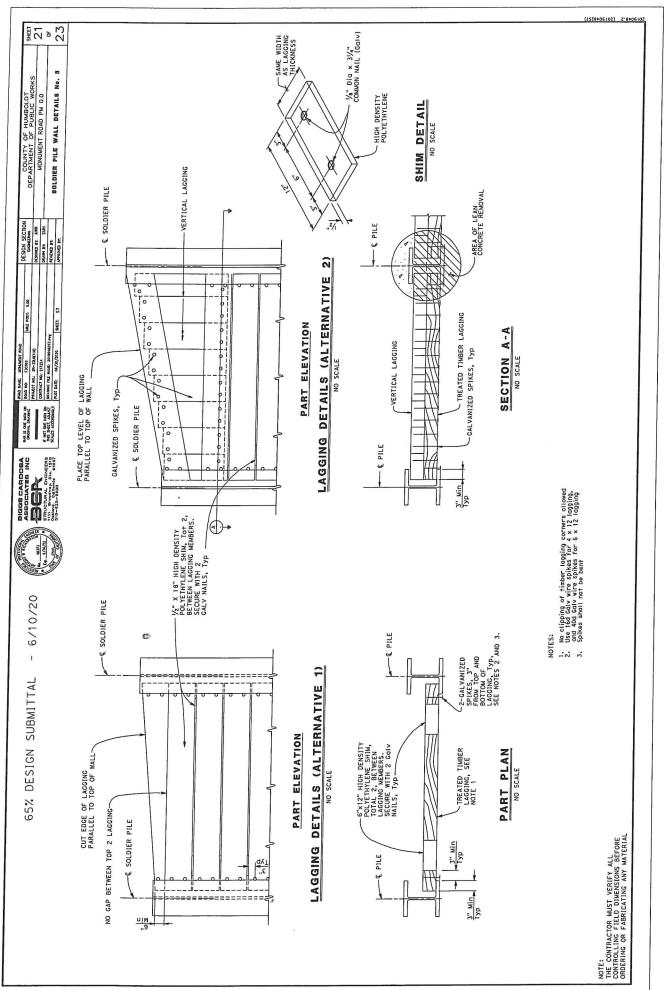


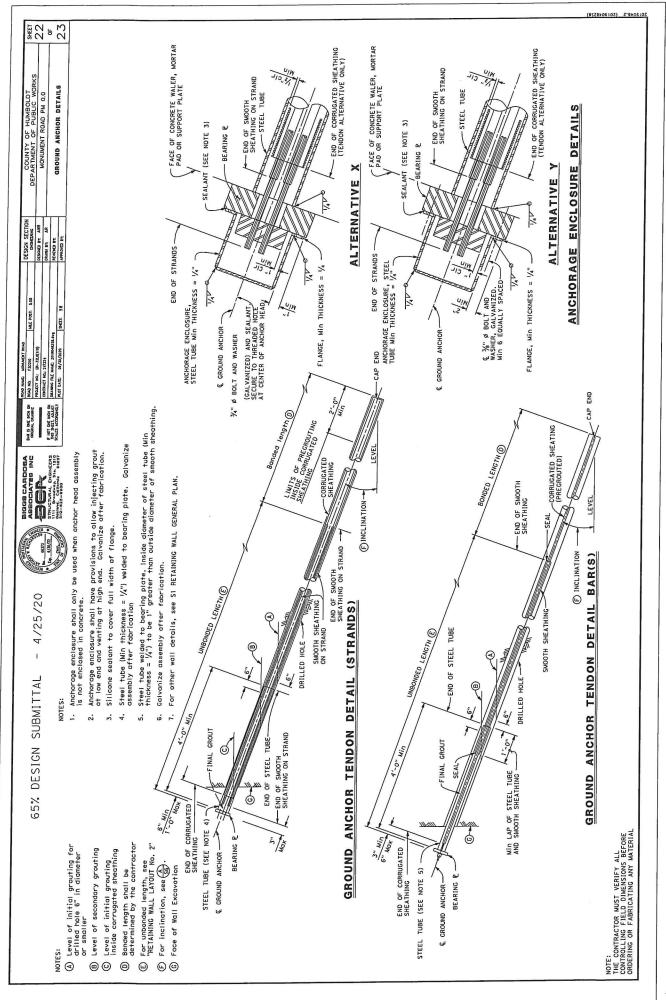


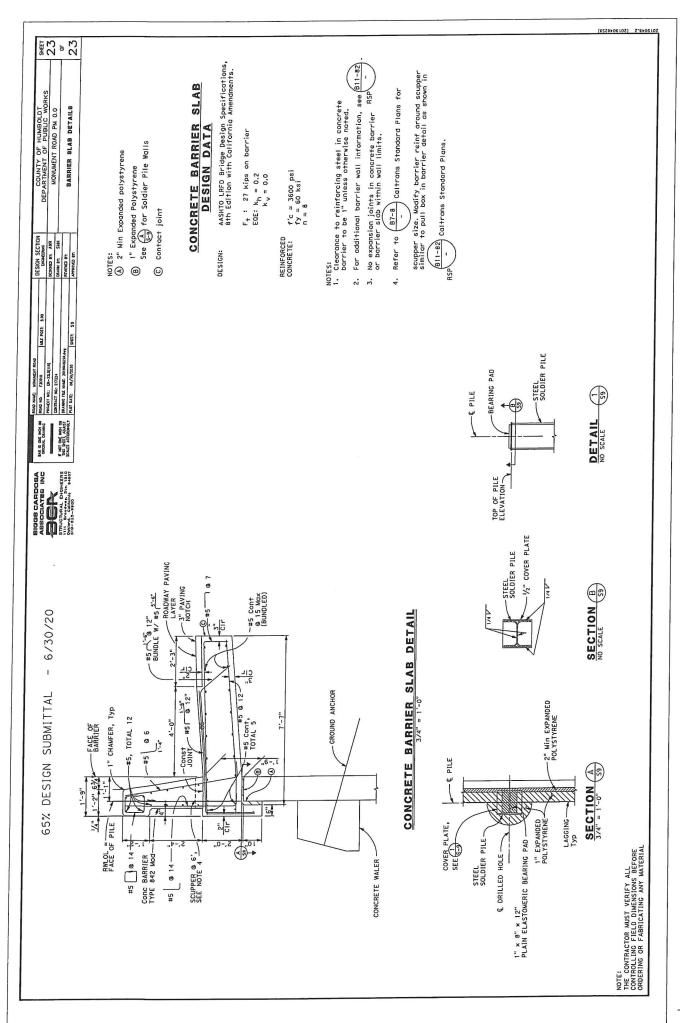
COUNTY OF HUMBOLDT SWEET DEPARTMENT OF PUBLIC WORKS 18 MONUMENT ROAD PM 0.0 OF RETAINING WALL LAYOUT No. 2 Z3	NOTES:	on "Rodoway Plans", verify elevations with "Rodoway Plans" prior to construction. Notify Engineer if top of wall elevations are higher than shown on plans.	2. Per the Geotechnical report by Crameral	& Associates, Inc., dated April 2020, the	extend at least 5 feet or H/5, whichever	"intact" material.	LEGEND:	(1) Indicates Soldier Pile No., see "PILE DATA TABLE"											/FG BFHIND WALL	SEE "ROADWAY		SEE "ROADWAY TOP OF WALL						\ \ \	1		CONCRETE CAP		WALER	}		BOTTOM OF WALL D/S	OF SOLITIES DITE	CAC U/S WALL	DETAIL 1/2" = 1'-0" (5-4)
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ROD NO. CASO ALL POST 150		PILE LENGTH		1	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43 92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92	43.92					
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6/30/2020	PILE DAT	DRILLED HOLE SIZE (IN)		30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00						
SUBMITTAL -		TOP OF WALL ELEVATION (FT), SEE NOTE 1	344.73	344.47	343.62	342,77	341.92	341.07	340.22	338.52	337.67	336.82	335.97	335.12	334.27	333.41	337.56	330.86	330.01	329.16	328.31	327.46	326.61	325.76	324.91	323.00	322.35	321.50	320.65	319.80	318.95	318.10	317.25	316.99					
DESIGN		PILE SECTION (FT)		W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18×106	W18x106	W18×106	W18×106	W18×106	W18×106	W18×106	W18X106			_			٦
65%		RWLOL STATION (FT)	3+10.00	3+12.25	3+19,75	3+27.25	3+34.75	3+49.75	3+57.25	3+64.75	3+72.25	3+79.75	3+87.25	3+94.75	4+09.75	4+17.25	4+24.75	4+32.25	4+39.75	4+47.25	4+54.75	4+62.25	4+69.75	4+11.25	4+92.25	4+99.75	5+07.25	5+14.75	5+22.25	5+29.75	5+37.25	5+44./5	5+54 50		ANCHOR	_	LOAD, UNBONDED (ps) LENGTH (FT)		
		PILE #	BEGIN WALL	Θ	8	96	96	90	00	()	6	90	200	96	DC	96	9	0	©	0	8	වීම්	69	8	69	69	0	69	63	99	වීම්	8	END WALL			FACTOR	ANCHOR DESIGN LOAD, TYPE FDL (Kips)	♦	













Rio Dell City Hall 675 Wildwood Avenue Rio Dell, CA 95562 (707) 764-3532 cityofriodell.ca.gov

October 6, 2020

TO:

Rio Dell City Council

FROM:

Kyle Knopp, City Manager

SUBJECT:

Appointment of an Ad Hoc Committee for Proposed Mural Project

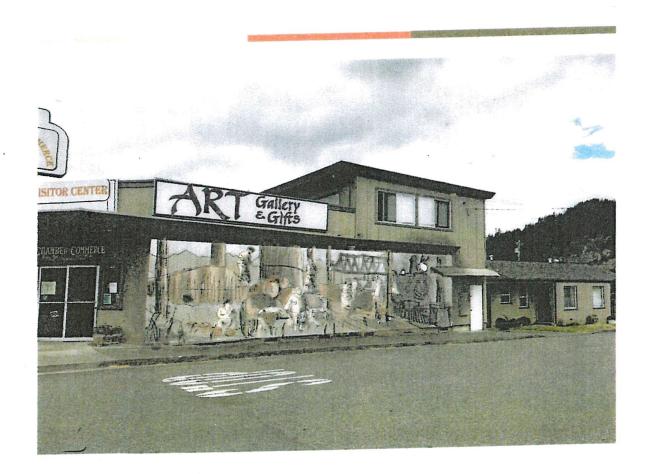
IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation and discuss.

BACKGROUND AND DISCUSSION

The Chamber of Commerce has reached out to request the City's help with a mural project on the Chamber building on the corner of Wildwood and Columbus. Staff is recommending that an Ad Hoc Committee be appointed to meet with the Chamber and Artist and to make a recommendation to the full City Council at a later date.

///



Rio Dell Historic Mural Project

08/06/19

Joshua Martel

Cadere.art

Overview

A mural encompassing different aspects of the Rio Dell area's history. Starting on the left side and moving right you'll see a small scene of the local Wylot tribes home and a native

outside, moving over you have two men standing up tall on a Redwood chopping it down, below them is a man guiding the ox with Redwoods on the back, to the right of the ox the field will blend into a bar floor. Here the scene will showcase the bridge above the bar which creates depth in the background along with the mountains and the redwoods selectively placed amongst the mural. The bar top will morph into a train with a redwood tree being the seperation line of the bar to train concept. Optional to insert a larg scale portrait on the left side of the wall.

The color palette will consist of Sherwin William Pain and Montana Colors spray paint.

The Sherwin William palette will consist of the colors below. A timeless palette. The mural will also be sealed with "This stuff works" which is a special uv/graffiti protectant. This will ensure the mural will have a long life.



Goals

- To bring the history of Rio Dell together to create an experience for visitors and locals alike.
- 2. To outline specific stages of Rio Deli from past to present.
- 3. To engage the public and inspire the youth and adults alike to not be afraid to explore creative therapy.
- 4. To provide a new piece of history for the city of Rio Dell, California
- To provide an intermission for passersby. With high quality work, heavy attention to detail, and positive energy, this mural will be engaging from a far, or close up.

Re: Mural design

7/21/2010 6.33

Specifications

This project will require a minimum of two weeks dedicated painting. I will be using the highest grade paint possible and sealant in order to ensure a long life for this mural. This will be high detail creating a lot of hours to be at the wall. To paint quickly and ensure a high quality image, I will be hiring a few assistants to help fill in colors towards the middle stage of the wall. This will be another cost. Total I will need a minimum of \$10,000 to cover artist expense, materials, travel, stay, and extra labor.

Milestones

- 1. Approval of design/colors
- 2. Setting dates for mural to be painted
- 3. Signing of contract and down payment if possible to cover materials/travel.
- 4. Artist arrival to Rio Dell,
- 5. Mural kick off (begin outline)
- 6. Painting of mural
- 7. Finishing of mural (detail)
- 8. Final payment
- 9. Possible street BBQ to celebrate new mural?

(350, CABOR! 200 Hown (2 Man) @ 40, per hr= 8000, APPROK, MATERIAL! -

RIO DELL

Rio Dell City Hall 675 Wildwood Avenue Rio Dell, CA 95562 (707) 764-3532 cityofriodell.ca.gov

October 6, 2020

TO:

Rio Dell City Council

FROM:

Kyle Knopp, City Manager

SUBJECT:

Evacuation in the City of Rio Dell

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation and discuss.

BACKGROUND AND DISCUSSION

In light of the recent wildfires, Mayor Garnes has requested that the topic of evacuation planning for Rio Dell be agendized. Evacuations are covered under the existing Emergency Operation Plan, with relevant sections attached to this agenda item.

///

CITY OF RIO DELL EMERGENCY PLAN

The City of Rio Dell Emergency Plan will be approved by the City Council and signed by the Mayor. The City's Office of Emergency Services (OES) is responsible for reviewing the entire plan on an annual basis, and coordinating the revision of the plan as required. Each department manager is responsible for reviewing its SOPs on an annual basis and coordinating the revisions of the procedures with the City Office of Emergency Services. Special Districts and other agencies serving City of Rio Dell are responsible for following this plan, and developing procedures to fulfill their stated responsibilities. The City's Office of Emergency Services will be responsible for maintaining records of revisions.

CONCEPT OF OPERATIONS

The City of Rio Dell response to disasters is based on four phases:

- Increased readiness;
- Initial response operations;
- Extended response operations; and
- Recovery operations.

During each phase, specific actions are taken to reduce and/or eliminate the threat of specific disaster situations. In coordination with the City and Incident Commanders, the Office of Emergency Services Coordinator will determine the phase and initiate the appropriate level of alert for response agencies, including the activation of the Emergency Operations Center (EOC) as required.

Increased Readiness

Upon receipt of a warning or observation that an emergency situation is imminent or likely to occur soon, City Office of Emergency Services will initiate actions to increase its readiness. Events that may trigger increased readiness activities include:

- Issuance of a credible long-term earthquake prediction;
- Receipt of a flood advisory or special weather statement;
- Conditions conducive to wildland fires, such as the combination of high heat, strong winds, and low humidity;
- An expansive hazardous materials incident;
- Information or circumstances indicating the potential acts of violence or civil disturbance; and
- Information or circumstances indicating breach of national security.

BASIC PLAN DECEMBER 2003

Increased readiness activities may include, but not limited to, the following activities:

- Briefing of key officials or employees about the situation;
- Reviewing and updating of the emergency plan and related SOPs;
- Increasing public information efforts;
- Inspecting critical facilities and equipment; including testing warning and communication systems;
- Recruiting of additional staff and Disaster Service Workers (DSW);
- Warning threatened elements of the population;
- Conducting precautionary evacuations in the potentially impacted area(s);
- Mobilizing personnel and pre-positioning resources and equipment; and
- Establishing or activating staging areas.

Initial Response Operations

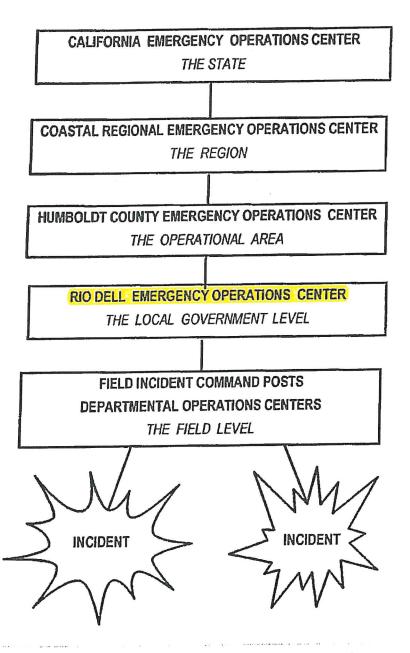
City of Rio Dell initial response activities are primarily performed at the field response level. Emphasis is placed on minimizing the effects of the emergency or disaster. Field responders will use the Incident Command system (ICS) to organize response to the emergency or disaster, incorporating the functions, principles and components of ICS (i.e., unified command, action planning, span of control, hierarchy of command, etc.).

Examples of initial response activities include:

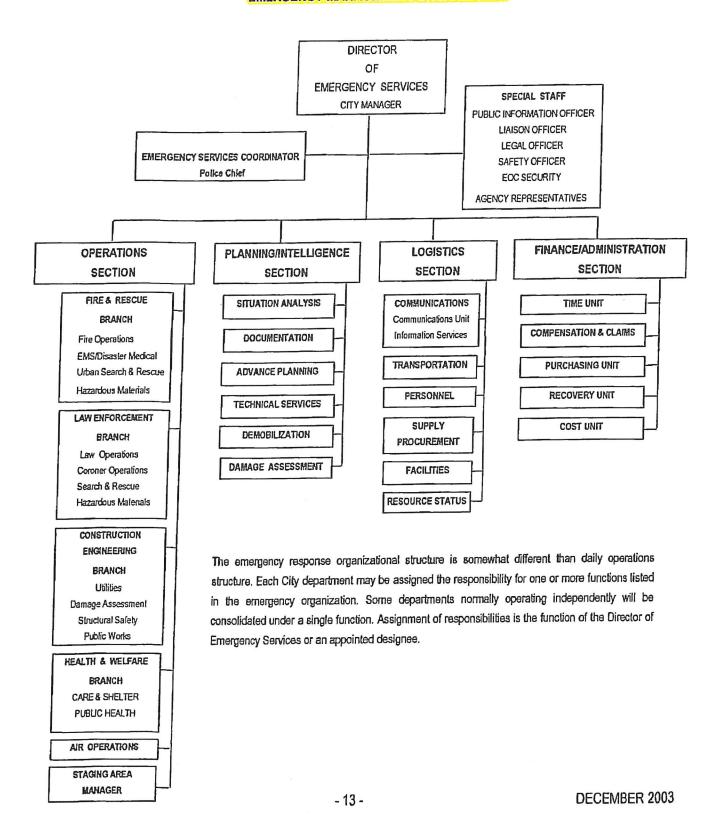
- Making all necessary notifications, including the Governor's Regional Office of Emergency Services;
- Disseminating warnings, emergency public information, and instructions to the citizens of City of Rio Dell;
- Conducting evacuations and/or rescue operations;
- Caring for displaced persons and treating the injured;
- Conducting initial damage assessments and surveys;
- Assessing need for mutual aid assistance;
- Restricting movement of traffic/people and unnecessary access to affected areas;
- Establishing Unified Commands;
- Coordinating with state and federal agencies working in the field; and
- Developing and implementing Incident Action Plans.

STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

FIVE LEVEL EMERGENCY RESPONSE ORGANIZATION



CITY OF RIO DELL EMERGENCY MANAGEMENT ORGANIZATION



WILDLAND FIRES

California has a wildland fire potential that is found nowhere else on earth. Each year, wildland fires burn thousands of acres of land in the State of California with major destruction. Wildland fire hazards exist in varying degrees throughout Humboldt County. The fire season extends approximately 5 to 6 months, from late spring through fall. Hazards arise from a combination of reasons: the undeveloped and rugged terrain, highly flammable brush-covered land, thunderstorms, and long, dry summers. There are heavy fuel loads, especially in watershed areas unaffected by fire for many years. These slopes are often steep, with narrow twisting roadways and dead ends, which present difficulties for emergency equipment access and evacuation procedures. In ridge top areas, water supplies can be rapidly depleted, hampering fire control efforts. Wildland-Urban interface is a matter of great concern. The aftermath of wildland fire produces a new area of potential landslide as burned and defoliated areas are exposed to winter rains. Humboldt County Fairground facilities would be a designated evacuation point.

ENERGY SHORTAGE

Energy shortage has a potential impact on the City of Rio Del and the Humboldt Emergency Operational Area. Disruption of current distribution systems for general petroleum products, natural gas and electricity can impose restrictions on the general community. Medical issues addressing life support systems, emergency generator power systems and general response systems can be hampered. Long-term power failure can affect heating systems, along with restrictions and loss of natural gas distribution systems. In the event of a major situation causing a long-term closure of State Highway 299 and US Highway 101, and/or restrictions on available petroleum products for the consumer is imposed, daily community activities would come to a stand still. During spring, summer, and fall months, daily population increases due to influx of travelers and tourists.

Electricity is distributed to the city from an 115,000-volt transmission line from PG & E, traveling east to west. The City electricity distribution system inter-tie originates from several locations including southern Oregon generating plants.

BASIC PLAN

DECEMBER 2003

- 19 -

INCIDENT LIKELIHOOD OF OCCURRENCE

	FREQUENCY				SEVERITY		
HAZARD	INFREQUENT	SOMETIMES	FREQUENT	LOW	MODERATE	HIGH	
Earthquake		Х				Х	
Extreme Weather			Х			Х	
Landslides		Х			X		
Transportation Accident		Χ			X		
Hazardous Materials	Х					X	
Interface Wildland Fire	X					X	
Energy Shortage	Х			Х			
Dam Failure	X			Х			
Civil Disturbance	Х			Х			
Terrorist Activities	Х					X	
National Security	Х		,			X	

DEPARTMENTAL RESPONSIBILITIES

City of Rio Dell departments have specific responsibilities and related ectivities and actions assigned to them for each identified hazard and threat. Each department is responsible for ensuring coordination with other departments.

OFFICE OF EMERGENCY SERVICES

the City of Rio Dell Office of Emergency Services (OES) is an additional duty and responsibility of a department or individual appointed by the Director of Emergency Services. (<u>Police Chief</u>). The duties of the OES function may be shared; however, it must provide a single point of contact for all outside agencies.

The City of Rio Dell Office of Emergency Services function is responsible for identifying key management personnel, with alternates, and alternative facilities to conduct government operations, based on the hazard analysis. Each department will be responsible for identifying key departmental personnel with backups and alternates for each position.

INTERFACE WILDLAND FIRE SEMS FUNCTION

ACTIVITY	MANAGEMENT COMMAND	OPERATIONS	PLANNING INTELLIGENCE	LOGISTICS	FINANCE ADMINISTRATION
INCIDENT COMMAND	FD, PD				
ESTABLISH PERIMETER		FD, PD			
EVACUATION		FD, PD		CD, PW	
CONTROL ACCESS		FD, PD, PW			
TRAFFIC CONTROL		PD, PW			
CROWD CONTROL		PD, PW			
PUBLIC INFORMATION	PD,FD,OES,SD	PD, FD			
HAZ/MAT OPERATIONS		PD, FD, PW			
NOTIFICATIONS		PD, FD			
COMMUNICATIONS		PD, FD, SD			
FIRE SUPPRESSION		FD		1	
MEDICAL OPERATIONS		FD, PD			
SEARCH & RESCUE		FD, PD, PW			
EOC OPERATIONS	ADMIN	ALL DEPTS	ADMIN	ADMIN	ADMIN, FIN
INITIAL DAMAGE		FD, PD, PW			
DETAILED DAMAGE		CD, PW			
ASSESSMENT					
SHELTER OPERATIONS				ADMN, PD,SD	
FATALITIES MGT.		PW			
SITUATION STATUS				ADMIN	FINANCE
DOCUMENTATION					
VOLUNTEER MGT.		ADMIN, PD, FD			
PROCUREMENT				ADMIN	ADMIN, FIN
RECOVERY OPERATIONS		ALL DEPTS			
DEBRIS REMOVAL		PW			
FACILITY RESTORATION		PW			
UTILITY RESTORATION		PW			
PUBLIC HEALTH	12	COUNTY			
MENTAL HEALTH		COUNTY			
	3-3				

BASIC PLAN - 29 - DECEMBER 2003

Police Department

Increased Readiness:

- Identify key management, with two alternates per position, and develop list. Identify alternative government facilities, based on the hazard situation. Develop procedures for reviewing and updating City of Rio Dell Police Department SOPs. Identify the process and develop procedures for checking critical police department facilities and equipment, including testing systems.
- Develop procedures for mobilizing Police department personnel and prepositioning resources and equipment. In coordination with the Fire department, develop process and procedures to warn threatened areas of the community
- In coordination with the Fire District and the Office of Emergency Services, develop a process for managing incidents, at the field level, using the Incident Command System.

Initial Response Operations:

- In coordination with the Fire Department, Office of Emergency Services, and Administration/City Manager's Office, develop procedures to disseminate warnings, emergency public information, and instructions to City of Rio Dell residents.
- Develop procedures for responding to:
 - National Security Threat Level System
 - Civil Disturbance Activities
 - Terrorist Activities
 - Earthquake
 - Extreme Weather
 - Flooding/Flash Flooding
 - Landslides
 - Transportation Accident
 - Hazardous Material Incident
 - Interface Wildland Fire

BASIC PLAN DECEMBER 2003

Police Department

- Develop procedures for initiating:
 - " Windshield survey " damage assessment following an immediate impact.
 - Perimeter management, including access control
 - □ Isolating the incident, and controlling access to the incident
 - Requesting and activating law enforcement mutual aid system
 - Operations to safeguard evidence
- Develop procedures for evacuations and movement operations, traffic and crowd control operations, including the identification of evacuation routes, evacuation reception areas, sheller locations, and security.
- Take into consideration specific planning requirements that are identified within the hazard analysis, in particular for human safety elements.
 Ensure that all items under the American with Disabilities Act are covered for evacuation and movement operations.

Extended Response Operations:

- Develop the process and concept of operations for EOC operations, including the communication and coordination protocol between the field and EOC personnel.
- In coordination with the Humboldt County Coroner, develop procedures for managing fatalities.

BASIC PLAN

Fire District

- Develop procedures for responding to and managing:
 - Transportation Accidents
 - Hazardous Material Incidents
 - Earthquakes
 - Extreme Weather
 - Flooding/Flash Flooding
 - Landslides
 - Interface Wildland Fire
 - Major Structure Fires
 - National Security Threat Level System
 - Law Enforcement Support Civil Disturbance Activities
 - □ Law Enforcement Support Terrorist Activities
- Develop procedures for initiating:
 - Implementing Incident Action Plans
 - "Windshield survey " damage assessment following major impact
 - Medical operations, including triage operations
 - Needs assessment, activation of the Fire-Rescue mutual aid system
 - Rescue operations, including swift water rescues
 - Evacuation and Urban Search & Rescue
 - Medical care/Triage and injured treatment coordination
- Take into consideration specific planning requirements identified in the hazard analysis, in particular for hazardous materials.

Extended Response Operations

 Develop the process and concept of operations for the Fire-Rescue Branch during Emergency Operations Center activation, including the communication and coordination protocol between the field and EOC fire personnel.

BASIC PLAN

EMERGENCY OPERATIONS CENTER ORGANIZATION

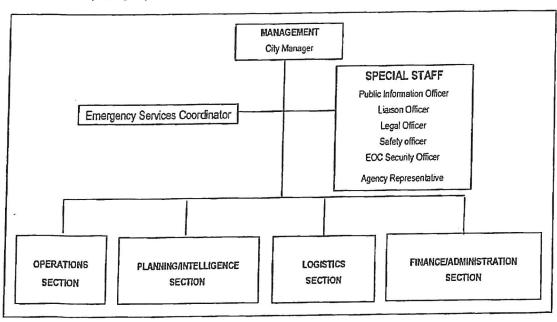
The Emergency Operations Center (EOC) will be organized using the Standardized Emergency Management System (SEMS) structure. The Standardized Emergency management System structure consists of five principle Sections, which normally would activate for a major incident. The Sections are:

Management Section

The Management Section is comprised of the Director of Emergency Services, who has overall management responsibility for the Cityof Rio Dell, the Command Staff and Special Staff. There are two essential staff groups.

<u>Command Staff:</u> Consists of the Director, Section chiefs, and the City Emergency Services Coordinator. The staff represents the decision making portion of the EOC.

<u>Special Staff:</u> Provides for the coordination and managing such matters as legal advice, public information, safety, data processing support, and interagency liaison. EOC Special Staff operates under general supervision of the City Emergency Services Coordinator, however works for the Director.



Staffing will normally consist of:

Public Information Officer. City Manager's office

Legal Officer:

City Attorney

Safety Officer:

Police Department

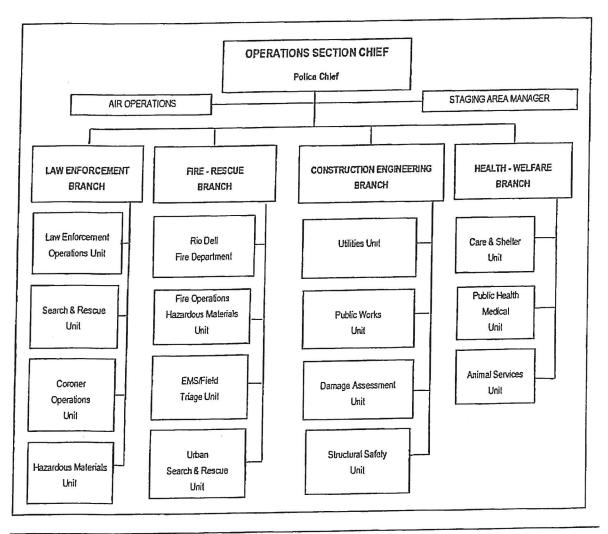
EOC Security Officer.

Police Department

APPENDIX A DECEMBER 2003

Operations Section

The Operations Section Chief is dedicated for coordination in support to all operational field unit being carried out within the jurisdiction. The Operations Section Chief has the responsibility of all activities directly applicable to the field response in the City incorporated area. The Operations Section Chief participates in the development and execution of the Incident Action Plan. The Operations Section is subdivided into Branches and Units: Law Enforcement Branch, Fire/Rescue Branch ,Medical/Health Branch, Construction & Engineering Branch, Air Operations, and Staging Area Manager.



APPENDIX A DECEMBER 2003

OPERATIONS SECTION

The Operations Section is dedicated to all operations being carried out within the City of Rio Dell jurisdiction.

Operations Section Chief: The Operations section Chief has the management responsibility of all activities directly applicable to the field emergency response in the City jurisdiction. The Operations Section Chief participates in the development and execution of the Incident Action Plan (IAP).

Fire & Rescue Branch: The Fire & Rescue Branch is headed by a member of the Rio Dell Volunteer Fire District. Coordinates the activities of personnel engaged in fire operations, EMS/disaster triage, urban search & rescue (USAR), hazardous materials and other emergency operations; maintains communications with field commands; evaluates status reports; makes decisions regarding the commitment of resources; and determines the need for mutual aid assistance. Request mutual aid thought the Humboldt Operational Area Fire/Rescue Coordinator. Documents and prepares RIMS Fire & Rescue Status report.

Law Enforcement Branch: The Law Enforcement Branch coordinates general law enforcement, terrorist activities (WMD), public warning information, evacuation procedures, traffic control, coroner operations, search & rescue teams, hazardous materials, animal welfare and control activities, and public security and order. Maintains communications with field commands; evaluates status reports; makes decisions regarding the commitment of resources; and determines the need for mutual aid assistance. Requests mutual aid through the Humboldt Operational Area Law Enforcement/Coroner Coordinator. Documents and prepares RIMS Law Enforcement/Coroner Status report.

Construction & Engineering – Public Works: The Public Works Branch surveys all jurisdictional facilities, assessing damage and coordinating repairs, conducts debris removal services, establishes priorities to restore essential services. Coordinates the allocation of engineering resources (construction equipment, materials, etc.) required for route recovery, and other engineering operations. Coordinates response for the management and restoration of all transportation facilities. Monitors and coordinates all responses related to utilities to include power, gas, water, telephone, sanitation and other utilities. Coordinates and inspects facilities for structural safety. Documents and prepares RIM Public Works Status report.

APPENDIX A

Fire Operations Unit Leader

**** Read This Entire Position Checklist Before Taking Action ****

PRIMARY:

Rio Dell Fire District

ALTERNATE:

Mutual Aid Resource

SUPERVISOR: WORK STATION:

Fire – Rescue Branch Coordinator Field/Emergency Operations Center

Responsibilities:

- Assist Incident Commanders in the field by providing coordination for mutual aid requests to and from the Operational Area Fire / Rescue Mutual Aid Coordinator, as appropriate.
- Respond to requests for fire resources from the field in a timely manner, following established priorities (life safety, protection of the environment, and protection of property).
- 3. Monitor and track fire resources utilized during the event.
- 4. Provide general support to field personnel as required.
- 5. Supervise the Fire Operations Unit.

Activation Phase:

Follow generic Activation Phase Checklist.

Operational Phase:

- Establish and maintain radio or cell-phone communication with the Department Operations Center, or Fire & Rescue Branch at the Field Level.
- Obtain regular status reports on the fire situation from the Department Operations Center or Fire & Rescue Branch at the Field Level.
- Assess the impact of the disaster/event on the Fire District's operational capability.

Establish and maintain a position log and other appropriate files.

Establish the objectives of the Fire Operations Unit based on the nature and severity of the disaster, and provide them to the Fire & Rescue Branch Coordinator prior to the first Action Planning meeting.

APPENDIX B EOC POSITION CHECKLISTS

EMERGENCY PLAN CITY OF RIO DELL Provide fire status updates to the Fire & Rescue Branch Coordinator on a regular basis. Evaluate and process all requests for fire Mutual Aid resources through the Operational Area Fire & П Rescue Mutual Aid Coordinator. If not addressed at the Incident Command Post or DOC, ensure that incident facilities are established (staging areas, etc.) to coordinate incoming fire mutual aid resources, as required. In conjunction with Planning/Intelligence, determine if current and forecasted weather conditions will affect fire and rescue operations. Inform the Fire & Rescue Branch Coordinator of all significant events that occur. \Box Coordinate with the Law Enforcement Branch to determine status of evacuations and sheller locations. Assist in establishing camp facilities (or the use of commercial lodging) through the Logistics Section, if not Ū addressed at the Incident Command Post (ICP) or Department Operations Center (DOC). Reinforce the use of proper procedures for media contacts. **Demobilization Phase:** Follow generic Demobilization Phase Checklist.

Law Enforcement Branch Coordinator

**** Read This Entire Position Checklist Before Taking Action ****

Primary:

Police Chief

Alternate:

As Assigned

Supervisor:

Operations Section Chief

Work Station: Emergency Operations Center

Responsibilities:

Manages and directs overall Law enforcement response operations in the protection of life, and property. Coordinates movement and evacuation operations, alerting and notifying the public of an impending or existing emergency and coordinates traffic control, access control and coroner operations. Coordinates animal evacuation and movement operations. Coordinates impacted sites for evidence protection and entry security.

- Coordinates Law Enforcement Mutual Aid requests from field response agencies 1. Through the California Law Enforcement Mutual Aid System.
- 2. Supervise the Law Enforcement Branch.

requested or provided by City of Rio Dell.

Activation Phase:

[]	Follow the general Activation Phase Checklist.				
[]	Based on the situation, activate the necessary Units within the Law Enforcement Branch.				
		 Law Enforcement Operations Coroner Operations Animal Recovery/Shelter Operations Hazardous Materials Operations Search & Rescue Operations 				
Į	J	Contact and assist the Humboldt Operational Area Law Enforcement and Coroner's Mutual Aid Coordinator with coordination of mutual aid resources				

APPENDIX B **EOC POSITION CHECKLISTS**

	[]	Provide an initial situation report to the Operations Section Chief.
	[]	Based on the initial EOC strategic objectives, prepare objectives for the Law Enforcement Branch and provide them to the Operations Section Chief prior to the first Action Planning meeting.
1	0	per	ational Phase:
[•]	Ensure that Branch and Unit position logs and other appropriate files are maintained.
[]	Maintain current status on Law enforcement missions being conducted in the City.
]]	Provide the Operations Section Chief and Planning/Intelligence section with an overall summary of Law Enforcement Branch operations periodical or as requested during the operational period.
[j]	On a regular basis, complete and maintain the Law Enforcement Branch Status report.
]]		Refer all contacts with media to the Public Information Officer.
[]		Determine need for Law Enforcement Mutual Aid.
[]		Ensure that all fiscal and administrative requirements are coordinated through the Finance/Administration Section such as emergency response expenditures and daily time sheets.
]		Prepare objectives for the Law Enforcement Brach for the subsequent operational period; provide them to the Operations Section Chief prior to the end of the shift and the next Action Planning meeting.
	J		Provide your relief with a briefing at shift change, informing him/her of all ongoing activities, branch objectives for the next operational period, and any other pertinent information.

APPENDIX B EOC POSITION CHECKLIST

Evacuation and Movement Operations:

The information provided is a guideline for the Law Enforcement Branch Coordinator in the Emergency Operations Center during a major event or disaster response.

The objectives of Evacuation/Movement Operations are

- Expedite the movement of persons and animals from hazardous areas.
- Control of evacuation of vehicles and foot traffic flow.
- Provide adequate means of transportation for disabled persons, the elderly, and persons without vehicles.
- Provide coordination to evacuate animals to safe staging areas.
- Institute access control measures to prevent unauthorized person from entering evacuated or partially evacuated areas.
- Provide for the procurement, allocation, and use of necessary transportation resources and law enforcement resources by means of mutual aid or other agreements.

The Law Enforcement Branch Coordinator will be responsible for coordinating the movement of persons and animals from hazardous or threatened areas to lower risk reception areas.

Law Enforcement, Fire Services, Public Works, and public and private transportation providers will conduct movement operations. Procurement, regulation, and allocation of resources will be coordinated with the Logistics Section.

The size of the response to be activated and the locations from which movement operations will be directed must be based on the size and complexity of the evacuation area(s).

Evacuations dealing with site-specific hazards may be conducted as part of any established single or multiple field Incident Command. Larger area-wide evacuation should be directed and coordinated from the Emergency Operations Center.

APPENDIX B
EOC POSITION CHECKLIST

LAW ENFORCEMENT MUTUAL AID

City of Rio Dell Operational Area

The Law Enforcement Branch Coordinator, or his/her designee, is responsible for general law enforcement, crime scene investigations, evacuations and traffic control operations Citywide. Upon request for assistance, the Transportation Unit Leader, under the supervision of the Logistics Section Chief, will be responsible for coordinating transportation resources and related law enforcement support operations on a citywide basis. Law enforcement mutual aid to the city can be requested to the County Operational Area Law Enforcement Mutual Aid Coordinator.

Humboldt Operational Area Mutual Aid

A designated member of the Humboldt County Sheriff's Department whom is functioning as the countywide OES Mutual Aid Coordinator and Law Enforcement Branch Coordinator coordinates Law enforcement mutual aid requests.

Upon a mutual aid request, the OES Coordinator evaluates resources available within the Operational Area, such as Sheriff's Department, California Highway Patrol, or Law Enforcement personnel from the California Department of Forestry & Fire Protection, State Fish & Game, or State Park & Recreation that normally operate within the operational area. If available, those resources are directed to fill the mutual aid request.

The Operational Area Logistics Section Chief will coordinate mutual aid transportation requests for movement operations. The Transportation Coordinator and representatives from California Department of Transportation (CAL/TRANS) and the County Department of Public Works can offer resources. Each respective operational area Law Enforcement coordinators, and transportation coordinators will constitute the Mutual Aid Movement Operations Team. They will refer requests for assistance from other jurisdictions, and OES Region II, State OES Mutual Aid Region, to the Movement Operations Team.

APPENDIX B EOC POSITION CHECKLIST

Regional OES Mutual Aid

The State OES Regional Law Enforcement Coordinator is activated when two or more operational areas have requested or is requesting to fill mutual aid resources, or if the Governor declares a State of Emergency.

The State of California is divided into six Law Enforcement Mutual Aid Regions. City of Rio Dell and Humboldt County Operational Areas are within OES Region II, which encompasses sixteen (16) counties and local jurisdictions.

Humboldt	Lake	Napa	Alameda	Santa Clara	Monterey
Del Norte	Sonoma	Solano	San Francisco	Santa Cruz	
Mendocino	Marin	Contra Costa	San Mateo	San Benito	

The Region Coordinator is responsible in evaluating the overall regional situation, determining available resources, and mobilizing available resources to the Operational Area request. If regional resources are unavailable, the mutual aid request is submitted to the State OES Law Enforcement Branch in Sacramento.

California OES Mutual Aid

The coordination and support of movement operations on a statewide basis will be accomplished by the State Movement Operations Group. This Group will be chaired by the Director (or a designated representative) of California OES and will include a traffic control coordinator (CHP). State agencies, which may be involved in major evacuation effort, are as follows:

California Highway Patrol (CHP)

Assist in moving vehicles and pedestrians from hazard areas; assists local law enforcement agencies in establishing evacuation routes and traffic control procedures; control traffic on state freeways and highways in unincorporated areas of the state; and assists in preventing traffic from reentering hazard areas.

APPENDIX B
EOC POSITION CHECKLIST

Military Department

Assists in moving vehicles and pedestrians from hazard areas; assists local law enforcement agencies in establishing evacuation routes and traffic control procedures; controls traffic on state freeways and highways within unincorporated areas of the state; and assist in preventing traffic from reentening hazard areas.

Department of Transportation (CAL/TRANS)

Assists the California Highway Patrol in traffic control.

Department of General Services

Fleet Administration Division provides ground transportation to state emergency response personnel assisting in evacuations.

Public Utilities Commission

Provides listings of commercial and private transportation vehicles that could be used for evacuations.

Federal Mutual Aid System

Department of Transportation

Supports and assists Federal, State, Local, and voluntary relief agencies in disaster relief transportation requirements.

Federal Aviation Administration

Uses air traffic control and aeronautical communication systems, as well as the services of technical operators and maintenance personnel for the communication of essential information, the coordination of emergency search and rescue operations, or such other assistance as may be required.

Interstate Commerce Commission

Coordinates the location and scheduling of common carriers authorized and equipped to provide emergency transportation into and within disaster areas.

APPENDIX B
EOC POSITION CHECKLIST

EVACUATION - MOVEMENT OPERATIONS POLICIES AND PROCEDURES

Warning The Public and Providing Movement Instructions

Once the decision to evacuate is made, the public will be alerted and given evacuation instructions by various means, including school alert, AM/FM radio announcement, TV announcements, sirens, and mobile units being dispatched to areas to be evacuated to warn the public. Special facilities will be given warning by telephone, radio, or by direct contact by a mobile warning unit. If an event has not occurred, but is imminent, warning and public information operations will take place under extreme time pressure. General and site-specific warning messages and emergency public information material prepared during the pre-emergency period will be used to the extent possible to accelerate theses operations. Movement information provided to the public will include the following:

- Why they must evacuate.
- Routes to take, including conditions of roads, bridges, and freeway overpasses.
- What to do if their vehicle breaks down.
- The locations of assembly points for those without access to vehicles or other suitable transportation.
- Where to go for mass care until the emergency situation has passed.

Close coordination must be established with the media to assist in providing timely evacuation announcements to the public.

Identifying The Area and Population To Be Evacuated

Site-specific plans, which identify areas at risk for the known hazards, which could threaten the jurisdiction, are pre-planned. Theses plans provide guidance for making decisions about the area to be evacuated. For those areas not covered by specific plans, expert opinion and data gathered at the time of the threat will determine the hazard area. Separate data gathered during the pre-emergency period will provide information to the number of persons to be evacuated. Throughout the emergency period, it will be necessary to continuously reevaluate the size and location of the hazard area and location of the hazard area and, if necessary, revise the evacuation plan to include/exclude additional areas.

APPENDIX B
EOC POSITION CHECKLIST

Identifying Evacuation Routes

The Planning/Intelligence Section will select the best routes from the endangered area to mass care facilities, considering the size of the population to be moved, road capacity and roads which could become impassable if the hazard event expands. Evacuation routes relating to site-specific plans should be considered during pre-planning. For areas not covered by site-specific plans, the best evacuation routes will have to be selected at the time of the hazard event. As the emergency situation progresses, the Planning/Intelligence section will request regular updates from law enforcement and other field personnel on the condition of the road network and will adjust the selection of evacuation routes accordingly.

Evacuating Special Facilities

Facilities, which are expected to require special plans and resources to carry out evacuations, include hospitals, homes for the handicapped or disabled, and nursing homes. All facilities of this type within the area to be evacuated will be warned of the emergency situation. Site-specific plans will identify the names, addresses, telephone numbers, and contact persons for all of these facilities located in predetermined hazard areas. Some of the special facilities may have their own evacuation plans, which include provisions for procuring necessary transportation resources. Facilities without transportation resources will be told to request assistance from the Logistics Section in the Emergency Operations Center.

Providing Transportation Assistance

Some people will not have access to motor vehicles, including households without motor vehicles, persons who rely on alternate transportation, or persons who are left at home without an automobile while others are away. Some people with disabilities, infirmities, or illnesses may require special transportation assistance. The number of persons requiring transportation assistance will vary substantially from area to area and by time of day and day of week. Buses, vans, ambulances, and other transportation vehicles will be requested from transportation providers. Initial requests will be based on estimates of the number of persons requiring assistance. Units will be dispatched to public assembly points, special facilities, or to designated pickup routes. The public will be told where to go to obtain transportation. A telephone number will be provided for persons who require special assistance.

Evacuation assembly points, where persons requiring transportation will go to be picked up, will be selected with consideration given to walking distance, accessibility for buses and safety of evacuees. The assembly points will generally be schools, public facilities, or other readily identifiable points.

APPENDIX B
EOC POSITION CHECKLIST

Controlling Traffic

Traffic controls will be established at key intersections and at access points to major evacuation routes as needed to expedite the flow of traffic. In some cases it may be necessary to control traffic. In some cases it may be necessary to control traffic routes outside the hazard area to minimize conflicts with evacuated traffic.

For areas covered with site-specific plans, pre-designated Traffic Control Points (TCPs) will be used, with adjustment being made during the emergency, as necessary. For other areas, TCPs will be selected at the time of the emergency, considering the amount of evacuation traffic expected and the configuration of the road network. Communications will be maintained with traffic control personnel to monitor the progress of the evacuation, to coordinate traffic controls, and to implement any changes in evacuation strategy that may be required. For very large-scale evacuation in war-related emergency, highly complex and organized traffic control plans and procedures will be used.

Controlling Access to Hazard Area

As an area is being evacuated, access controls must be established. Controlling reentry both protects the public from exposure and injuries, and protects unattended property within the vacated area.

Security of evacuated areas will be obtained by establishing staffed access control points and barricades at key locations around the perimeter. Any un-staffed barricades will be patrolled periodically. Special entry passes will be issued at staffed control points.

Entry Into Evacuated Area

Criteria for allowing entry into closed areas must be established for each incident. Two basic options are available:

 No Access: Prohibits public from entering the closed area. Authorized personnel, i.e., local, state, and federal emergency personnel will be allowed entry to perform emergency work as necessary. Media representatives will be allowed access on a controlled basis.

APPENDIX B
EOC POSITION CHECKLIST

CITY OF RIO DELL

EMERGENCY ALERTING

AND NOTIFICATION SYSTEM



Text Rio Dell Zip Code 95562

to **888777**









675 Wildwood Avenue Rio Dell, CA 95562 (707) 764-3532



For Meeting of: October 6, 2020

To:

City Council

From:

Kevin Caldwell, Community Development Director

Through:

Kyle Knopp, City Manager

Date:

September 28, 2020

Subject:

Sign Regulations Text Amendment, Section 17.30.300, Table 7-1 of the Rio Dell

Municipal Code; Ordinance No. 382-2020

Recommendation:

That the City Council:

- 1. Receive staff's presentation regarding the second reading of Ordinance No. 382-2020 amending Section 17.30.300, Table 7-1 of Rio Dell Municipal Code, the City's existing Sign Regulations; and
- 2. Open the public hearing, receive public input and deliberate; and
- 3. Approve and adopt Ordinance No. 382-2020 amending the Sign Regulations.

Background and Discussion

This item was continued from the meeting of September 15th. As reported at your meeting of September 1st, the City adopted new, comprehensive sign regulations in 2018. The current regulations only allow one on building sign with a maximum area of 100 square feet.

After considering various situations, including corner parcels, developed parcels adjacent to vacant parcels and parcels adjacent to Highway 101, staff recommended amending the sign regulations to allow up to three on-building signs.

The Planning Commission reviewed and discussed the recommended amendment at their meeting of August 25, 200 and unanimously recommended that your Council approve the proposed text amendment.

During the discussion of the proposed amendment at your meeting of September 1st, Councilmember Strahan expressed concerns of allowing up to three illuminated on-building signs by right and suggested that those who propose more than one on-building sign go through a discretionary process.

Staff would be supportive of amending the regulations to allow two on-building signs with an exception provision. The current regulations allow exceptions to the height and size limits after showing that the operation on site requires the added visibility and that site topography or other constraints would preclude adequate visibility of the sign and upon the issuance of a Conditional Use Permit. Attachment 2, Ordinance No. 382-2020 incorporates this alternative.

TABLE 17.30.300-7-1 SIGNS PERMITTED BY ZONING DISTRICTS					
Sign Type	Maximum No. Permitted	Maximum Area ⁴ (Sq. Ft.)	Maximum Height ⁴ (Ft.)	Minimum Setback From ROW (Ft.)10	Illumination Standards
Town Center and Neigh	borhood Center Zo	nes:			
Building signs ¹ :	1 per business 3 per business or 2 per business	100	Roofline	-	No glare onto residential property
Freestanding signs: Individual businesses	1	50	10	10	Indirect or background
Freestanding signs: Integrated development	1	150	15	10	Indirect or background
Community Commercial	and Industrial Com	mercial Zones:			
Building signs	1 per business 3 per business or 2 per business	125	Roofline	-	No glare onto residential property
Freestanding signs	1 per business	150	35		No glare onto residential property
	1 per project entrance	300 ³	35		No glare onto residential property

Notes:

- 1. Excludes nameplates as described in section 17.30.300(3) of this chapter.
- 2. Refer to Design Review Guidelines.
- 3. Square feet by side.
- 4. On site signs for commercial and industrial zones may exceed the number, height and size limits after showing that the operation on site requires the added visibility and that site topography or other constraints would preclude adequate visibility of the sign and upon issuance of a Conditional Use Permit.

Zone Amendment Required Findings:

1. The proposed amendment is in the public interest.

The proposed amendment is in the public interest in that they would allow additional signs, up to three in Town Center, Neighborhood Center, Community Commercial and Industrial Commercial zones. The current regulations only allowing one on-building sign could affect the success of a local business. The success of a business depends in part on the location and visibility, including signage. A vibrant commercial district is in the public's interest. Staff has discussed the recommended amendment with the Chamber of Commerce and they are supportive of the amendment.

2. The proposed amendment is consistent and compatible with the General Plan and any implementation programs that may be affected.

One of the primary purposes of the General Plan is to facilitate planned, orderly development and to promote economic development, and protect the public health, safety and welfare of the community. There are a number of policies which encourage a vibrant commercial community. Appropriate and visible signage is an important factor in the success of any business.

There are no specific General Plan goals, policies or discussions that are contrary to the recommended amendment. Therefore, staff believes the proposed amendment is consistent with the General Plan.

3. The proposed amendments have been processed in accordance with the California Environmental Quality Act (CEQA).

The primary purpose of the California Environmental Quality Act (CEQA) is to inform the decision makers and the public of potential environmental effects of a proposed project.

Based on the nature of the project, staff has determined that the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a *significant* effect on the environment. Where it can be seen with certainty that there is no possibility that the project in question may have a significant effect on the environment, the project is not subject to CEQA. Based on the nature of the proposed amendment, staff believes there is no evidence to suggest that the amendment to the sign regulations will have a significant effect on the environment.

Attachments:

Attachment 1: Ordinance No. 382-2020 amending the existing Sign Regulations, Section 17.30.300, Table 7-1 of Rio Dell Municipal Code to allow up to three onbuilding signs.

Attachment 2: Ordinance No. 382-2020 amending the existing Sign Regulations, Section 17.30.300, Table 7-1 of Rio Dell Municipal Code to allow up to two onbuilding signs with an exception that additional signs may be allowed upon the issuance of a Conditional Use Permit.

ORDINANCE NO. 382-2020



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING THE SIGN REGULATIONS, SECTION 17.30.300 Table 7-1 OF THE RIO DELL MUNICIPAL CODE:

WHEREAS the City adopted new, comprehensive sign regulations in 2018; and

WHEREAS Element 7, one of three approved cannabis retailers, recently submitted construction drawings, including sign details; and

WHEREAS Element 7 is proposing three signs, one on the Ash Street side near the entrance to the building and two on the front of the building; and

WHEREAS the current regulations only allow one on building sign with a maximum area of 100 square feet; and

WHEREAS after considering other parcels, including corner parcels, developed parcels adjacent to vacant parcels and parcels adjacent to Highway 101, staff decided to recommend amending the sign regulations to allow up to three on-building signs.; and

WHEREAS the current regulations only allowing one on-building sign could affect the success of a local business; and

WHEREAS the current regulations only allowing one on-building sign could affect the success of a local business; and

WHEREAS the success of a business depends in part on the location and visibility, including signage; and

WHEREAS the proposed amendment is in the public interest in that they would allow additional signs, up to three in Town Center, Neighborhood Center, Community Commercial and Industrial Commercial zones; and

WHEREAS the City has reviewed and processed the proposed amendment in conformance with Sections 65350 – 65362 of the California Government Code; and

WHEREAS the City has reviewed and processed the proposed amendment in conformance with Section 17.35.010 of the City of Rio Dell Municipal Code; and

WHEREAS the Planning Commission held a duly noticed public hearing on August, 25, 2020; and

WHEREAS the Planning Commission found that based on evidence on file and presented in the staff report that the proposed amendments are deemed to be in the public interest; and

WHEREAS the Planning Commission found that based on evidence on file and presented in the staff report that the proposed amendment is consistent and compatible with a comprehensive view of the General Plan and any implementation programs that may be affected; and

WHEREAS the Planning Commission found that based on evidence on file and presented in the staff report that the potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and

WHEREAS the City Council finds that based on evidence on file and presented in the staff report that the proposed amendments are deemed to be in the public interest; and

WHEREAS the City Council finds that based on evidence on file and presented in the staff report that the proposed amendment is consistent and compatible with a comprehensive view of the General Plan and any implementation programs that may be affected; and

WHEREAS the City Council finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rio Dell does hereby ordain as follows:

SECTION 1.

Table 7-1 of Section 17.30.300 of the Rio Dell Municipal Code is hereby amended as follows:

TABLE 17.30.300-7-1						
SIGNS PERMITTED BY ZONING DISTRICTS						
Sign Type	Maximum No Permitted	. Maximum Area⁴ (Sq. Ft.)	Maximum Height ⁴ (Ft.)	Minimum Setback From ROW (Ft.)10	Illumination Standards	
Town Center and Nei	ghborhood Cen	ter Zones:				
Building signs ¹ :	1 per business 3 per business		Roofline	-	No glare onto residential property	
Freestanding signs: Individual businesses	1	50	10	10	Indirect or background	
Freestanding signs: Integrated development	1	150	15	10	Indirect or background	
Community Commerc	ial and Industria	al Commercial Z	ones:			
Building signs	1 per business 3 per business	125	Roofline	-	No glare onto residential property	
Freestanding signs	1 per business	150	35		No glare onto residential property	
	1 per project entrance	300³	35		No glare onto residential property	

Notes:

- 1. Excludes nameplates as described in section 17.30.300(3) of this chapter.
- 2. Refer to Design Review Guidelines.
- 3. Square feet by side.
- 4. On site signs for commercial and industrial zones may exceed the height and size limits after showing that the operation on site requires the added visibility and that site topography or other constraints would preclude adequate visibility of the sign and upon issuance of a Conditional Use Permit.

Section 2. Severability

If any provision of the ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

Section 3. Limitation of Actions

Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

Section 4. CEQA

AYES:

The City of Rio Dell has determined that the proposed amendment is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations.

Section 5. Effective Date

This ordinance becomes effective thirty (30) days after adoption.

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on September 1, 2020 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the October 6, 2020 by the following vote:

NOES: ABSENT: ABSTAIN:	
	Debra Garnes, Mayor
ATTEST:	
I, Karen Dunham, City Clerk for the City of Rio Dell, and foregoing to be a full, true and correct copy of approved and adopted at a regular meeting of the October 6, 2020.	Ordinance No. 382-2020 which was passed,
Karen Dunham, City Clerk, City of Rio Dell	

ORDINANCE NO. 382-2020



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING THE SIGN REGULATIONS, SECTION 17.30.300 Table 7-1 OF THE RIO DELL MUNICIPAL CODE:

WHEREAS the City adopted new, comprehensive sign regulations in 2018; and

WHEREAS Element 7, one of three approved cannabis retailers, recently submitted construction drawings, including sign details; and

WHEREAS Element 7 is proposing three signs, one on the Ash Street side near the entrance to the building and two on the front of the building; and

WHEREAS the current regulations only allow one on building sign with a maximum area of 100 square feet; and

WHEREAS after considering other parcels, including corner parcels, developed parcels adjacent to vacant parcels and parcels adjacent to Highway 101, staff decided to recommend amending the sign regulations to allow up to three on-building signs.; and

WHEREAS the current regulations only allowing one on-building sign could affect the success of a local business; and

WHEREAS the current regulations only allowing one on-building sign could affect the success of a local business; and

WHEREAS the success of a business depends in part on the location and visibility, including signage; and

WHEREAS the proposed amendment is in the public interest in that they would allow additional signs, up to three in Town Center, Neighborhood Center, Community Commercial and Industrial Commercial zones; and

WHEREAS the City has reviewed and processed the proposed amendment in conformance with Sections 65350 – 65362 of the California Government Code; and

WHEREAS the City has reviewed and processed the proposed amendment in conformance with Section 17.35.010 of the City of Rio Dell Municipal Code; and

WHEREAS the Planning Commission held a duly noticed public hearing on August, 25, 2020; and

WHEREAS the Planning Commission found that based on evidence on file and presented in the staff report that the proposed amendments are deemed to be in the public interest; and

WHEREAS the Planning Commission found that based on evidence on file and presented in the staff report that the proposed amendment is consistent and compatible with a comprehensive view of the General Plan and any implementation programs that may be affected; and

WHEREAS the Planning Commission found that based on evidence on file and presented in the staff report that the potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and

WHEREAS the City Council finds that based on evidence on file and presented in the staff report that the proposed amendments are deemed to be in the public interest; and

WHEREAS the City Council finds that based on evidence on file and presented in the staff report that the proposed amendment is consistent and compatible with a comprehensive view of the General Plan and any implementation programs that may be affected; and

WHEREAS the City Council finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed amendment have been assessed and have been determined not to be detrimental to the public health, safety, or welfare.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rio Dell does hereby ordain as follows:

SECTION 1.

Table 7-1 of Section 17.30.300 of the Rio Dell Municipal Code is hereby amended as follows:

TABLE 17.30.300-7-1					
SIGNS PERMITTED BY ZONING DISTRICTS					
Sign Type	Maximum No. Permitted	. Maximum Area⁴ (Sq. Ft.)	Maximum Height⁴ (Ft.)	Minimum Setback From ROW (Ft.)10	Illumination Standards
Town Center and Nei	ghborhood Cen	ter Zones:			
Building signs ¹ :	1 per business 2 per business		Roofline	-	No glare onto residential property
Freestanding signs: Individual businesses	1	50	10	10	Indirect or background
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Building signs	1 per business 2 per business	125	Roofline		No glare onto residential property
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	1 per project entrance	300³	35		No glare onto residential property

Notes:

- 1. Excludes nameplates as described in section 17.30.300(3) of this chapter.
- 2. Refer to Design Review Guidelines.
- 3. Square feet by side.
- 4. On site signs for commercial and industrial zones may exceed the number, height and size limits after showing that the operation on site requires the added visibility and that site topography or other constraints would preclude adequate visibility of the sign and upon issuance of a Conditional Use Permit.

Section 2. Severability

If any provision of the ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

Section 3. Limitation of Actions

Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

Section 4. CEQA

AYES:

The City of Rio Dell has determined that the proposed amendment is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations.

Section 5. Effective Date

This ordinance becomes effective thirty (30) days after adoption.

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on September 1, 2020 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the October 6, 2020 by the following vote:

NOES: ABSENT: ABSTAIN:	
	Debra Garnes, Mayor
ATTEST:	
I, Karen Dunham, City Clerk for the City of Rio Dell, and foregoing to be a full, true and correct copy of approved and adopted at a regular meeting of the October 6, 2020.	Ordinance No. 382-2020 which was passed,
Karen Dunham, City Clerk, City of Rio Dell	